| 1 2 3  | Jason K. Singleton, State Bar #166170 jason@singletonlawgroup.com Richard E. Grabowski, State Bar #236207 rgrabowski@mckinleyville.net SINGLETON LAW GROUP 611 "L" Street, Suite A Eureka, CA 95501   |  |
|--|---|--|
| 5  | (707) 441-1177<br>FAX 441-1533  |  |
| 6<br>7   | Attorneys for Plaintiff, ASIS INTERNET SERVIO   | CES  |
| 8  | UNITED STATES DI  | STRICT COURT   |
| 9  | NORTHERN DISTRICT   | Γ OF CALIFORNIA  |
| 10<br>11   | ASIS INTERNET SERVICES, a California corporation  | Case No. C-08-01566 SC   |
| 12   | Plaintiff,  | COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - VIOLATION OF   |
| 13<br>14<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28 | PURE ADS, LLC, a Florida Limited Liability Company, dba BEST ONLINE GIFT CENTER (aka BESTONLINEGIFTCENTER.COM), also dba BRAND NAME AMERICA (aka BRANDNAMEAMERICA.COM), also dba BRAND NAME GOODIES (aka BRANDNAMEGOODIES.COM), also dba BRAND NAME REWARDS (aka BRAND NAME REWARDS.COM), also dba BRAND NAME TEST PANEL (aka BRANDNAMETESTPANEL.COM), also dba BRAND SURVEY CENTER (aka BRANDSURVEYCENTER.COM), also dba BRAND SURVEY PORTAL (aka BRANDSURVEYPORTAL.COM), also dba CUSTOMER DIRECT SAVINGS (aka CUSTOMER ONLINE SAVINGS (aka CUSTOMER ONLINE SAVINGS (aka CUSTOMER SURVEY REWARDS (aka CUSTOMER SURVEY REWARDS (aka CUSTOMER SURVEY REWARDS.COM), also dba NAME BRAND SURVEYS (aka NAMEBRANDSURVEYS.COM), also dba PRIZE REWARD CENTER (aka PRIZEREWARD CENTER.COM), also dba PRIZE REWARD PORTAL (aka | INJUNCTIVE RELIEF - VIOLATION OF CAN-SPAM ACT OF 2003 [15 <i>U.S.C.</i> ] §7701, et seq.] AND CALIFORNIA BUSINESS & PROFESSIONS CODE §17529.5  DEMAND FOR JURY TRIAL |

PRIZEREWARDPORTAL.COM), also dba
PURE GIFT CENTER (aka
PUREGIFTCENTER.COM), also dba
SURVEY REWARDS CENTER (aka
SURVEYREWARDSCENTER.COM), also dba
THE PERFECT GIFT CENTER (aka
THEPERFECTGIFTCENTER.COM), also dba
TOTAL REWARD ZONE (aka
TOTALREWARDZONE.COM), also dba
YOUR BIG PRIZE (aka YOURBIGPRIZE.COM),
and DOES ONE through FIFTY, inclusive,

Defendants.

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Plaintiff ASIS INTERNET SERVICES, a California corporation, and a provider of Internet Access, complains of Defendants PURE ADS, LLC, a Florida Limited Liability Company, dba BEST ONLINE GIFT CENTER (aka BESTONLINEGIFTCENTER.COM), also dba BRAND NAME AMERICA (aka BRANDNAMEAMERICA.COM), also dba BRAND NAME GOODIES (aka BRANDNAMEGOODIES.COM), also dba BRAND NAME REWARDS (aka BRANDNAMEREWARDS.COM), also dba BRAND NAME TEST PANEL (aka BRANDNAMETESTPANEL.COM), also dba **BRAND** SURVEY CENTER (aka dba BRANDSURVEYCENTER.COM), BRAND SURVEY **PORTAL** (aka also BRANDSURVEYPORTAL.COM), also dba CUSTOMER DIRECT **SAVINGS** (aka CUSTOMERDIRECTSAVINGS.COM), also dba CUSTOMER ONLINE SAVINGS (aka CUSTOMERONLINESAVINGS.COM), also dba CUSTOMER SURVEY REWARDS (aka CUSTOMERSURVEYREWARDS.COM), also dba NAME **BRAND** SURVEYS (aka NAMEBRANDSURVEYS.COM), also dba PRIZE REWARD CENTER (aka PRIZEREWARDCENTER.COM), also dba PRIZE REWARD PORTAL (aka PRIZEREWARDPORTAL.COM), **PURE** also dba **GIFT** CENTER (aka PUREGIFTCENTER.COM), SURVEY **REWARDS** also dba CENTER (aka SURVEYREWARDSCENTER.COM), also dba THE PERFECT GIFT CENTER (aka THEPERFECTGIFTCENTER.COM), dba **TOTAL REWARD** also ZONE (aka TOTALREWARDZONE.COM), also dba YOUR BIG PRIZE (aka YOURBIGPRIZE.COM), and DOES ONE through FIFTY, inclusive,, and alleges violations of CAN-SPAM Act, 15

*U.S.C.* §7704(a) and (b) and *California Business and Professions Code* §17529.5(a) and requests injunctive relief, liquidated damages, statutory damages, aggravated damages, and attorney fees authorized as remedies under 15 *U.S.C.* §7706(g) and *California Business and Professions Code* § 17529.5(b)(1)(B).

## **JURISDICTION AND VENUE**

- 1. This Court has original jurisdiction of this action pursuant to 28 *U.S.C.* §1331 for violations of the *CAN-SPAM Act of 2003* (15 *U.S.C.* §§7701 et seq.). This Court also has original jurisdiction under 15 *U.S.C.* §7706(g)(1) for cases involving a civil action by an internet access provider adversely affected by a violation of section 15 *U.S.C.* §7704(a)(1), 15 *U.S.C.* §7704(b), or 15 *U.S.C.* §7704(d), or a pattern or practice that violates paragraphs (2), (3), (4), or (5) of 15 *U.S.C.* §7704(a). Pursuant to pendent jurisdiction, attendant and related causes of action, arising from the same facts, are also brought under California law, including, but not limited to, violations of *California Business & Professions Code* §17529.5.
- 2. This Court has personal jurisdiction over Defendant PURE ADS, LLC, (hereinafter "PURE ADS") which maintains offices at 1730 Federal Highway, Suite #345, Delray Beach, Florida 33483, according to representations made to the Secretary of State of Florida (See Exhibit "A," Florida Secretary of State Business Portal Report). Plaintiff alleges on good cause and belief that the other dba's named in this suit are copyrighted brand names owned by PURE ADS. Therefore, the court has personal jurisdiction pursuant to physical presence of the Defendant within the court's territorial jurisdiction. *Burnham v. Sup.Ct.*, 495 US at 610–611, (1990).
- 3. Plaintiff received **5360** emails containing advertisements for **PURE ADS** and their marketing brands as named in this suit. **4668** of these emails contain the address of **PURE ADS** at 1730 FEDERAL HIGHWAY, SUITE #345, DELRAY BEACH FL 33483, in the body of the emails. (See **Exhibit** "**B**," for samples of the emails containing the **PURE ADS** address.) Each emails refers to the Delray Beach address and that of one of the brand names identified as belonging to **PURE ADS**. URL links within the emails direct the recipient to sites named as the brands for **PURE ADS**. (See **Exhibit** "**B**" for sample emails and **Exhibit** "**C**" for printed

versions of the brand name web sites.)

- 4. The WHOIS information for each of the brand names indicates that the sites are registered using a privacy protection service, and the identity of the true owners is available only by issuing a subpoena. However, a check of the IP addresses for these sites indicates that **PURE ADS** is the customer for IP addresses for these brand web sites. (See **Exhibit "D"** for the WHOIS reports for the brand web sites and the associated IP addresses.)
- 5. Plaintiff alleges on good cause and belief that Defendant has contracted with California companies to send the emails complained of herein. The emails contain the names and addresses of four California businesses that Defendant has apparently contracted with to send part of the subject emails:

Fan Bll Inc / Media Time
ECM #46527
PO Box 515381
Los Angeles, CA 90051-6681
Adtrack Marketing
100 E. San Marcos Blvd. Suite 370
San Marcos, CA 92069
Griffith Park Media
4209 Santa Monica Blvd. Suite 100
Los Angeles, CA 90029
Software Innovations Inc.
160 W. Foothill Pkwy, Suite 105-20

Corona, CA 92882

(See **Exhibit** "E" for sample emails supposedly from these California Companies).

6. Therefore, Defendant has created continuous and ongoing business relationships with businesses in California, the forum state, through these contracts. In addition, the emails themselves contemplate the creation of an additional ongoing business relationship with the residents of California to whom the emails were sent in the form of a contract. This relationship is established by the recipient going to **PURE ADS** brand web sites, providing information, agreeing to the terms and conditions at the web sites, and agreeing to sign up for sponsor offers in order to receive prizes or gifts. This represents a contractual relationship between the advertiser (offeror, **PURE ADS**), the email recipient (acceptor), and

compensation (recipient information and acceptance of sponsor offers for awards). Therefore, Defendant has established continuous and systematic relations in the forum state that are the subject of the law suit (the emails) creating certain minimal contacts with the forum such that "the maintenance of the suit does not offend traditional notions of fair play and substantial justice." *International Shoe Co. v. Washington*, 326 U.S. 310 at 320 (1945).

- 7. Defendants have purposely availed themselves of the privileges of conducting activities in the forum, the emails are the subject of the action, and exercise of jurisdiction is reasonable since Defendants should have known that they would be subject to the jurisdiction and laws of the forum when commercial emails and advertisements were sent to email accounts at a Northern California Internet Access Provider. *Aitken v. Communications Workers of America*, 496 F.Supp.2d 653 at 659 (E.D.Va.,2007); *Verizon Online Services, Inc. v. Ralsky*, 203 F.Supp.2d 601 at 611 620 (E.D.Va.,2002); and *Internet Doorway, Inc. v. Parks*, 138 F.Supp.2d 773 at 779 780 (S.D.Miss.,2001).
- 8. Therefore, Plaintiff has factual support and good reason to believe the emails and advertisements were sent by or for Defendant **PURE ADS** in order to create ongoing business relations in the forum, and the court therefore has specific personal jurisdiction over the Defendants.
- 9. Venue is proper in this Court pursuant to **28** *U.S.C.* §1391(b) and is founded on the fact that a substantial part of the unlawful actions of the defendants occurred in this judicial district, that is the emails were sent to an Email and Internet Access Provider in Garberville, California.

### FACTUAL ALLEGATIONS

- 10. Plaintiff is informed and believes and therefore alleges that Defendant **PURE ADS** is a Florida Limited Liability Company. (see **Exhibit "A"**) Defendant **PURE ADS** is believed to be a limited liability company or the agent of a limited liability company or partnership providing internet marketing services to retailers selling to residents of the United States and California over the internet.
  - 11. Plaintiff is informed and believes and therefore alleges that Defendants BEST

ONLINE GIFT CENTER (aka BESTONLINEGIFTCENTER.COM), also dba BRAND NAME AMERICA (aka BRANDNAMEAMERICA.COM), also dba BRAND NAME GOODIES (aka BRANDNAMEGOODIES.COM), also dba **BRAND** NAME REWARDS (aka BRANDNAMEREWARDS.COM), dba BRAND NAME TEST **PANEL** also (aka BRANDNAMETESTPANEL.COM), BRAND SURVEY CENTER also dba (aka PORTAL BRANDSURVEYCENTER.COM), dba BRAND SURVEY also (aka BRANDSURVEYPORTAL.COM), dba CUSTOMER also DIRECT SAVINGS (aka CUSTOMERDIRECTSAVINGS.COM), also dba CUSTOMER ONLINE SAVINGS (aka CUSTOMERONLINESAVINGS.COM), also dba CUSTOMER SURVEY REWARDS (aka CUSTOMERSURVEYREWARDS.COM), also dba NAME BRAND SURVEYS (aka NAMEBRANDSURVEYS.COM), PRIZE also dba REWARD CENTER (aka PRIZEREWARDCENTER.COM), also dba PRIZE REWARD PORTAL (aka PRIZEREWARDPORTAL.COM), also dba PURE GIFT CENTER (aka **SURVEY** PUREGIFTCENTER.COM), also dba REWARDS CENTER (aka SURVEYREWARDSCENTER.COM), also dba THE PERFECT GIFT CENTER (aka THEPERFECTGIFTCENTER.COM), TOTAL **REWARD** also dba ZONE (aka TOTALREWARDZONE.COM), also dba YOUR BIG PRIZE (aka YOURBIGPRIZE.COM) (hereafter "BRANDS"), are aliases or agents for Defendants PURE ADS. (See Exhibit "D" for the WHOIS reports for the brand web sites and the associated IP addresses; also see **Exhibit "B,"** for samples of the emails containing the **PURE ADS** address.) 12.

12. Plaintiff ASIS INTERNET SERVICES (hereafter "ASIS") does not know the true names and capacities of Defendants PURE ADS, BRANDS, and DOES ONE to FIFTY, inclusive, their business capacities, their ownership connection to the business(s), nor their relative responsibilities in causing the *CAN-SPAM Act of 2003* and other violations herein complained of, and alleges, on information and belief, a joint venture and common enterprise by all such defendants. Plaintiff is informed and believes that each of the defendants herein, including DOES ONE to FIFTY, inclusive, is the agent, ostensible agent, master, servant, employer, employee, representative, franchiser, franchisee, joint venturer, partner, and

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associate, or such similar capacity, of each of the other defendants, and was at all times acting and performing, or failing to act or perform, with the authorization, consent, permission or ratification of each of the other defendants, and is responsible in some manner for the acts and omissions of the other defendants in legally causing the violations and damages complained of herein, and have approved or ratified each of the acts or omissions of each other defendant, as herein described. Plaintiff will seek leave to amend this Complaint when the true names, capacities, connections and responsibilities of defendants **PURE ADS, BRANDS, and DOES**ONE to FIFTY, inclusive, are ascertained.

- 13. Plaintiff is informed and believes and therefore alleges that all named defendants, including **DOES ONE to FIFTY, inclusive**, conspired to commit the acts described herein, or alternatively, aided and abetted one another in the performance of the wrongful acts hereinafter alleged.
- 14. Plaintiff **ASIS** is a California corporation registered to do business in California and is located in Garberville, California. **ASIS** provides Internet access service within the meaning of 15 *U.S.C.* §7702(11) and email service within the meaning of *California Business* & *Professions Code* §17529.5.
- 15. Plaintiff alleges that Defendants sent or caused to have sent **5360** commercial electronic mail messages from **July 8, 2007, through February 21, 2008**, to Plaintiff **ASIS**' servers, protected computers, containing, and/or accompanied by, header information that was materially false or materially misleading.
- 16. Plaintiff received Defendant's emails and Plaintiff has suffered adverse affect from the sending and receipt of Defendant's emails. Plaintiff's web site has a clear notice that misuse of its resources is prohibited:

"ASIS provides the use of its equipment and services for the exclusive use of its subscribing customers. ASIS prohibits the use of its equipment and services by anyone other than its subscribing customers for any purpose unless specifically authorized by ASIS in writing. ASIS specifically prohibits the use of its equipment and services, including but not limited to mail servers, for delivery, transmission, or re-transmission of unsolicited commercial emails (UCE) or unsolicited bulk emails (UBE)."

## See ASIS' Acceptable Use Policy at www.asis.com.

- 17. Plaintiff alleges that Defendants sent or caused to have sent **5360** commercial electronic mail messages from **July 8**, **2007**, **through February 21**, **2008**, to Plaintiff **ASIS**' servers with a subject line that a person would know would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents and subject matter of the message.
- 18. Plaintiff states that the email accounts that the **5360** commercial emails sent to **ASIS** accounts did not solicit the emails. These emails were unsolicited because they were sent to unassigned or inactive email accounts owned by **ASIS**. **ASIS** did not solicit any product, service, or information from any entity using these email accounts.
- 19. Plaintiff **ASIS** alleges that Defendants sent or caused to have sent **5360** unsolicited e-mail advertisements containing and/or accompanied by falsified, misrepresented, or forged header information.
- 20. Plaintiff **ASIS** alleges that Defendants sent or caused to have sent **5360** unsolicited e-mail advertisements containing and/or accompanied by misleading subject lines.
- 21. Plaintiff alleges that Defendants used a harvest and directory attack to acquire Plaintiff's and Plaintiff's customers email accounts to send **5360** commercial electronic mail messages to Plaintiff's protected computers. Many of the email accounts receiving the emails have not been active for several years.
- 22. Plaintiff alleges that Defendants used an automated creation of multiple email accounts to send **5360** commercial electronic mail messages to Plaintiff's protected computers.

# FIRST CAUSE OF ACTION (Violation of CAN-SPAM Act of 2003 – 15 *U.S.C.* §7704(a)(1) and (2), and 15 *U.S.C.* §7704(b)(1) and (2))

- 23. Plaintiff refers to the allegations of the preceding paragraphs of this complaint, and incorporates the same herein by this reference as though set forth in full.
- 24. On July 8, 2007, through February 21, 2008, Plaintiff ASIS received 5360 commercial electronic mail messages from defendants to its mail server located in California

that violated the CAN-SPAM Act of 2003.

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25. Plaintiff alleges that all of the relevant electronic mails sent by or on behalf of the Defendants on July 8, 2007, through February 21, 2008, contained or were accompanied by header information that was materially false or materially misleading. Each of these 5360 messages indicated that they were from email accounts from domain names such as 2008Site.com, BESTAVAILABLEGIFTS.COM, and candycuddy.com. (See Exhibit "F" for a complete list of the sending domain names at issue in this action.) See sample emails and source code in Exhibit "B" attached hereto. (Note that all receiving email accounts have been redacted, while these email all represent inactive email accounts they are still the property of **ASIS** and are protected by Plaintiff's corporate privileges.) A WHOIS check of the domain name registration for the sender of all of the emails indicates that the domain names were registered using a privacy or proxy service. (See Exhibit "G" for WHOIS reports for the sending email account domain names.) The true registrant for the sender of all of the emails cannot be determined without a subpoena. Plaintiff has reviewed the Domain Name registration for all of the sending Domain Names and determined that all of the emails were sent using email accounts registered to domain names that are registered under services that conceal the true identity of the domain name registrant through a proxy service or privacy service. Also see the domain name privacy/proxy service registration agreements in **Exhibit** "H".

#### 15 U.S.C. §7704(a)(1)(A) states:

"(A) header information that is technically accurate but includes an originating electronic mail address, domain name, or Internet Protocol address the access to which for purposes of initiating the message was obtained by means of false or fraudulent pretenses or representations shall be considered materially misleading."

## 15 U.S.C. §7704(a)(6) states:

"the term "materially" when used with respect to false or misleading header information, includes the alteration or concealment of header information in a manner that would impair the ability of an Internet access service processing the message on behalf of a recipient, a person alleging a violation of this section, or a law enforcement agency to identify, locate, or respond to a person who initiated the electronic mail message or to investigate the alleged

violation..."

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The registration agreements for the proxy/privacy services prohibit the use of domain names registered in this manner to send bulk commercial emails. Therefore, since false information was used to generate the domain names and/or domain names were concealed from investigation through proxy/privacy services the electronic mail messages violated 15 *U.S.C.* §7704(a)(1)(A).

- 26. Plaintiff further alleges that the Defendants sent or had sent **5360** separate items of electronic mail to Plaintiff's computers that include a subject line that a person would know would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents and subject matter of the message. 15 U.S.C. §7704(a)(2)(1) defines two methods for determining if a subject line is misleading: "1) if such person has actual knowledge," or 2) "knowledge fairly implied on the basis of objective circumstances." Plaintiff alleges that the "circumstances" required are plainly visible in the actual subject lines of the emails. Defendants advertise and market their offers through email and Web-based ads. 5360 of the emails received by Plaintiff contain statements such as "Free Nokia N95 Today!", "Your 1000 Walmart (R) Card - confirm for shipment", "Free Dell Laptop", and "Get a FREE MacBook Air!" in the subject lines. See Exhibit "I" for a complete list of the email subject lines. In the email body the advertisement further enticed the recipient by purporting to provide shipping instructions for the prizes. The email subject lines received by Plaintiff were clearly intended to get someone to open the email by enticing them with free gifts. (See Exhibit "B" for samples of the emails.) (Note that all receiving email accounts have been redacted, while these email all represent inactive email accounts they are still the property of **ASIS** and are protected by corporate privilege.)
- 27. **15** *U.S.C.* **7704(a)(2)** states that a violation is proper if consistent with **15** *U.S.C.* **45**. **15** *U.S.C.* **45** is titled "Unfair methods of competition unlawful; prevention by Commission," and enables the Federal Trade Commission to issue orders regarding unfair trade practices. **15** *U.S.C.* **45(d)** provides that the orders of the Commission are exclusive unless overturned by the United States Court of Appeals. The FTC has issued 16 *CFR* part 251, "Guide

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- concerning use of the word 'free' and similar representations." 16 **CFR** Part 251 states that the terms of the offer should be set out clearly and conspicuously at the outset of the offer so that no misunderstanding can occur. Most of the emails subject lines represent that the recipient has received a free gift. For example the email with the subject line "Free Nokia N95" Today!" further states in the body of the email "CLAIM YOUR NOKIA N95" in a large blinking box. The web sites that the email recipient is directed to contain extensive terms and conditions that require the recipient to provide personal information and their agreement to take several "sponsor offers." See Exhibit "J" for samples of the Terms and Conditions of the "BRANDS." See Exhibit "K" for printouts of the Defendant's website for the "Free Nokia N95 Today!" Only by going to Defendant's web sites can the recipient find out what the terms and conditions are for the supposedly free gifts. 16 *CFR* Part 251 requires that this information be on the same page displayed in a conspicuous manner. The terms and conditions are not mentioned in the subject line and are not contained anywhere in the email body. evidence indicates and Plaintiff alleges that the subject lines and advertisements contained in the emails are in violation of 16 CFR Part 251 and therefore also in violation of 15 U.S.C. §7704(a)(2).
- 28. Plaintiff further alleges that most of the emails sent to plaintiff's computer include statements in the body of the emails stating that they are email advertisements from **BRANDS**. Uniform Resource Locators (hereafter URLs) contained in all of the emails directed the recipient to websites of **BRANDS**. Plaintiff alleges that these entities, trademarks, and websites are owned by **PURE ADS**.
- 29. Plaintiff further alleges that they received **5360** of separate items of electronic mail from the Defendants to email addresses that had not existed for the prior year and had not requested or agreed to accept any solicitations.
- 30. Plaintiff further alleges that the Defendants sent or had sent **5360** separate items of electronic mail to Plaintiff's computers that were acquired as the result of a directory harvest. Said conduct was in violation of **15** *U.S.C.* §7704(b)(1).

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31. Plaintiff further alleges that the defendants sent or had sent 5360 separate items

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of electronic mail to plaintiff from addresses that were acquired by the use of automated tools or scripts. Said conduct was in violation of 15 U.S.C. §7704(b)(2).

- 32. As a proximate result of said unlawful conduct by said Defendants, Plaintiff is entitled to statutory damages in the amount of up to \$100.00 per email in the case of violation of 15 U.S.C. §7704(a)(1) and up to \$25.00 per email in the case of each violation of subsections 15 U.S.C. §7704(a)(2) in the form of statutory damages as set forth in 15 U.S.C. §7706(g)(1)(B)(ii) and (3)(A)(i) and (ii).
- As a proximate result of said unlawful conduct by said defendants, Plaintiff is entitled to treble all statutory damages as a result of violation of any section of 15 U.S.C. §7704(b) as set forth in 15 U.S.C. §7706(g)(1)(C).
- Plaintiff furthermore seeks a preliminary and permanent injunction against the 34. defendants for its current and future violations of the CAN-SPAM Act of 2003 as Plaintiff and members of the general public will continue to incur damages as a result of the unlawful conduct of said defendants. The seeking of injunctive relief by plaintiff is specifically authorized by 15 *U.S.C.* §7706(g)(1)(A).
- Plaintiff furthermore seeks its attorney fees and costs against the defendants 35. pursuant to 15 *U.S.C.* §7706(g)(4).

#### SECOND CAUSE OF ACTION

(Violation of California Business and Professions Code §17529.5 Unlawful activities relating to commercial email advertisements.)

- Plaintiff hereby incorporates by reference the preceding paragraphs, inclusive, as 36. if the same were fully set forth herein.
- 37. Plaintiff alleges that all of the relevant electronic mails sent by or on behalf of the Defendants on July 8, 2007, through February 21, 2008, contained or were accompanied by header information that was materially false or materially misleading. Each of these 5360 messages indicated that they were from email accounts from domain names such as 2008Site.com, BESTAVAILABLEGIFTS.COM, and candycuddy.com. See Exhibit "F" for a complete list of the domain names at issue in this action. See sample emails and source code in **Exhibit "B"** attached hereto. (Note that all receiving email accounts have been redacted,

while these email all represent inactive email accounts they are still the property of **ASIS** and are protected by Plaintiff's corporate privileges.) A WHOIS check of the domain name registration for the sender of all of the emails indicates that the domain names were registered using a privacy or proxy service. See **Exhibit "G"** The true registrant for the sender of all of the emails cannot be determined without a subpoena. Plaintiff has reviewed the Domain Name registration for all of the sending Domain Names and determined that all of the emails were sent using email accounts registered to domain names that are registered under services that conceal the true identity of the domain name registrant through a proxy service or privacy service.

- 38. Therefore, the electronic mail violated *California Business and Professions*Code § 17529.5(a)(2).
- 39. Plaintiff further alleges that the Defendants sent 5360 separate unsolicited electronic mail advertisements to plaintiff's computers that include various subject lines that were false and misleading and would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message in violation of *California Business and Professions Code* § 17529.5(a)(3). Plaintiff alleges that the "circumstances" required are plainly visible in the actual subject lines of the emails. The email subject lines received by Plaintiff were clearly intended to get someone to open the email by enticing them with free gifts such as: ""Free Nokia N95 Today!", "Your 1000 Walmart (R) Card confirm for shipment", "Free Dell Laptop", and "Get a FREE MacBook Air!" in the subject lines. See Exhibit "I" for a complete list of the email subject lines. The email subject lines received by Plaintiff were clearly intended to get someone to open the email by enticing them with free gifts. See Exhibit "B" for sample emails. (Note that all receiving email accounts have been redacted, while these email all represent inactive email accounts they are still the property of ASIS and are protected by corporate privilege.)
- 40. As a proximate result of said unlawful conduct by said Defendants, Plaintiff is entitled to liquidated damages in the amount of \$1,000.00 for each unsolicited commercial email transmitted in violation of *California Business and Professions Code* § 17529.5(a) as

| 1  | set forth in   | California Business and         | Professions Code § 17529.5(b)(1)(B)(ii).                                 |
|----|--|---------------------------------|--|
| 2  | 41. Plaintiff furthermore seeks its attorney fees and costs against the defendants |                                 |  |
| 3  | pursuant to California Business and Professions Code §17529.5(b)(1)(C).            |                                 |  |
| 4  | WHE  | REFORE, plaintiff prays         | judgment against the defendants and each of them as                      |
| 5  | follows:   |                                 |  |
| 6  | 1.   | For statutory damages           | s of up to \$100.00 for each violation of 15 U.S.C.                      |
| 7  | §7704(a)(1)  | and up to \$25.00 in the ca     | ase of violations of <b>§7704(a)(2)</b> in the sum of <b>\$670,000</b> ; |
| 8  | 2.   | For aggravated damage           | es under 15 <i>U.S.C.</i> §7706(g)(1)(C) of up to three times            |
| 9  | the amount   | above for these violation       | ns committed by the defendants' violations of 15 U.S.C.                  |
| 10 | <b>§7704(b)</b> in   | the sum of <b>\$2,010,000</b> ; |  |
| 11 | 3.   | For a preliminary and p         | permanent injunction preventing the defendants and all                   |
| 12 | persons acti   | ing in concert with them fr     | om the violation of the Can-Spam Act of 2003;                            |
| 13 | 4. For liquidated damages of \$1000.00 for each violation of California Busines    |                                 | of \$1000.00 for each violation of California Business                   |
| 14 | and Professions Code § 17529.5(a) in the sum of \$5,360,000;                       |                                 |  |
| 15 | 5. For an award of reasonable attorneys' fees and costs according to proof;        |                                 |  |
| 16 | 6. For costs of suit; and  |                                 |  |
| 17 | 7.   | For such other and furth        | er relief as this Courts deems just and proper.                          |
| 18 |  |                                 | SINGLETON LAW GROUP  |
| 19 |  | M 1 40 0000                     |  |
| 20 | Dated:   | March 19, 2008                  | <u>/s/ Jason K. Singleton</u><br>Jason K. Singleton                      |
| 21 |  |                                 | Richard E. Grabowski, Attorneys for Plaintiff,  ASIS INTERNET SERVICES   |
| 22 |  |                                 |  |
| 23 | REQUEST FOR JURY TRIAL   |                                 |  |
| 24 | Plaintiff hereby requests a jury for all claims for which a jury is permitted.     |                                 |  |
| 25 |  |                                 | SINGLETON LAW GROUP  |
| 26 | Dated:   | March 19, 2008                  | /s/ Jason K. Singleton   |
| 27 |  |                                 | Jason K. Singleton   |
| 28 |  |                                 | Richard E. Grabowski, Attorneys for Plaintiff,  ASIS INTERNET SERVICES   |

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of

| the Clerk of Court for the pur   |  |   |                            |   |                                      |  |  |                |   |                    |  |  |
|--|--|---|----------------------------|---|--------------------------------------|--|--|----------------|---|--------------------|--|--|
| (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF(EXCEPT IN U.S. PLAINTIFF CASES)  |  |   |                            | (IN U   | J.S. PLA<br>CONDEM                   | OF FIRST LISTED DEFENDA<br>NINTIFF CASES ONLY)<br>NATION CASES, USE THE<br>NVOLVED.        |  |                |   |                    |  |  |
| (C) ATTORNEYS (FIRM NA   | ME, ADDRESS, AND TELEI   | PHONE NUMBER)   | ı                          | ATTORNEYS (IF KN  | NOWN)                                |  |  |                |   |                    |  |  |
| II. BASIS OF JURISD  | ICTION (PLACE AN 'X' IN  | ONE BOX ONLY)   |                            | ZENSHIP OF P<br>diversity cases only)   |                                      |  | AN 'X' IN ONE BOX FOR PLAINTIFF ONE BOX FOR DEFENDANT)   |                |   |                    |  |  |
| ☐ 1 U.S. Government<br>Plaintiff   | □ 3 Federal Question<br>(U.S. Government N   | Not a Party)  | ,                          | n of This State   |                                      | DEF  Incorporated or Print of Business In T  | PTF DEF ncipal Place □ 4 □ 4   |                |   |                    |  |  |
| 2 U.S. Government<br>Defendant   | □ 4 Diversity (Indicate Citizensh  | nip of Parties in   |                            | n of Another State  | □ 2                                  | □ 2 Incorporated and P   | nother State   |                |   |                    |  |  |
| IV. ORIGIN   | Item III)  | "X" IN ONE BOX O  | Fore                       | n or Subject of a<br>ign Country  | □ 3                                  | □ 3 Foreign Nation   | □6 □6  |                |   |                    |  |  |
| □ 1 Original □ 2 F<br>Proceeding S   | Removed from □ 3 Restate Court Ap  | emanded from<br>pellate Court   | □ 4 Reinsta<br>Reope       | ned Ano   | ansfered<br>other distr<br>(specify) |  | □ 7 Appeal to District<br>Judge from Magistrate<br>Judgment  |                |   |                    |  |  |
| V. NATURE OF SUIT  | ·  |   |                            | EODEELT IDE/DE  | NIAL TV                              | DANKBURTOV   | OTHER STATUTES   |                |   |                    |  |  |
| CONTRACT   | PERSONAL INJURY  | ORTS  |                            | FORFEITURE/PEI  | NALTY                                | BANKRUPTCY  □ 422 Appeal 28 USC 158  | OTHER STATUTES  □ 400 State Reapportionment  |                |   |                    |  |  |
| □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excl | □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault Libel & Slander □ 330 Federal Employers Liability □ 340 Marine □ 345 Marine Product  | PERSONAL INJURY  362 Personal Injury Med Malpractice  365 Personal Injury Product Liability  368 Asbestos Personal Injury Product Liability  PERSONAL PROPERTY  370 Other Fraud |                            | Property 21 USC 881    630 Liquor Laws     640 RR & Truck     650 Airline Regs     660 Occupational     Safety/Health |                                      | □ 423 Withdrawal 28 USC 157  PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 840 Trademark | □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce/ICC Rates/etc. □ 460 Deportation □ 470 Racketeer Influenced and Corrupt Organizations □ 810 Selective Service □ 850 Securities/Commodities/ |                |   |                    |  |  |
| Veterans)  | Liability  | □ 371 Truth In Lend   | Truth In Lending LABOR     |   | SOCIAL SECURITY                      | Exchange □ 875 Customer Challenge  |  |                |   |                    |  |  |
| □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise                                   | □ 350 Motor Vehicle □ 355 Motor Vehicle Product Liability □ 360 Other Personal Injury  | □ 380 Other Personal Property Damage □ 385 Property Damage Product Liability  |                            | Property Damage  ☐ 385 Property Damage  |                                      | Property Damage  ☐ 385 Property Damage   |  | Property Damag | □ 710 Fair Labor Stand □ 720 Labor/Mgmt Rela □ 730 Labor/Mgmt Rep Disclosure Act □ 740 Railway Labor Ac | itions<br>orting & | □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) | 12 USC 3410  891 Agricultural Acts  892 Economic Stabilization Act  893 Environmental Matters  894 Energy Allocation Act  895 Freedom of Information |
| REAL PROPERTY  | CIVIL RIGHTS   | PRISONER PE   | ETITIONS                   | ☐ 790 Other Labor Litig☐ 791 Empl.Ret. Inc. Se  |                                      | FEDERAL TAX SUITS  | Act  |                |   |                    |  |  |
| □ 210 Land Condemnation □ 220 Foreclosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property                                | □ 441 Voting □ 442 Employment □ 443 Housing □ 444 Welfare □ 440 Other Civil Rights □ 445 Amer w/ disab - Empl □ 446 Amer w/ disab - Other □ 480 Consumer Credit □ 490 Cable/Satellite TV | □ 510 Motion to Var<br>Sentence Ha<br>□ 530 General<br>□ 535 Death Penalt;<br>□ 540 Mandamus &<br>□ 550 Civil Rights<br>□ 555 Prison Condi                                      | beas Corpus:<br>y<br>Other | Act   |                                      | □ 870 Taxes (US Plaintiff or<br>Defendant<br>□ 871 IRS - Third Party<br>26 USC 7609        | □ 900 Appeal of Fee Determination Under Equal Access to Justice □ 950 Constitutionality of State Statutes □ 890 Other Statutory Actions  |                |   |                    |  |  |
| VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)                  |  |   |                            |   |                                      |  |  |                |   |                    |  |  |
| VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION DEMAND\$ CHECK YES only if demanded in complaint:  UNDER F.R.C.P. 23  JURY DEMAND: ☐ YES ☐ NO                         |  |   |                            |   |                                      |  |  |                |   |                    |  |  |
| VIII. RELATED CASE(S) PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE  IF ANY "NOTICE OF RELATED CASE".   |  |   |                            |   |                                      |  |  |                |   |                    |  |  |
| IX. DIVISIONAL ASSI  | GNMENT (CIVIL L.F  | R. 3-2)   |                            |   |                                      |  |  |                |   |                    |  |  |
| (PLACE AND "X" I   | (PLACE AND "X" IN ONE BOX ONLY) ☐ SAN FRANCISCO/OAKLAND ☐ SAN JOSE   |   |                            |   |                                      |  |  |                |   |                    |  |  |
|  |  |   |                            |   |                                      |  |  |                |   |                    |  |  |

Entity Name Search

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No Events No Name History

www.sunbiz.org - Depar @@@ \$408-CV-01566-SC

## **Detail by Entity Name**

### Florida Limited Liability Company

PURE ADS LLC

## Filing Information

**Document Number L07000056174** 

FEI Number NONE Date Filed 05/29/2007

State FL Status **ACTIVE** 

## **Principal Address**

1730 FEDERAL HIGHWAY **SUITE #345** DELRAY BEACH FL 33483 US

## Mailing Address

1730 FEDERAL HIGHWAY **SUITE #345** DELRAY BEACH FL 33483 US

## **Registered Agent Name & Address**

BDB AGENT CO. 5355 TOWN CENTER ROAD SUITE 900 BOCA RATON FL 33486 US

## Manager/Member Detail

Name & Address

NONE

## **Annual Reports**

No Annual Reports Filed

## **Document Images**

05/29/2007 -- Florida Limited Liability

View image in PDF format

Case 3:08-cv-01566-SC Document 1-3

Filed 03/21/2008

## Electronic Articles of Organization For Florida Limited Liability Company

Page 2 of 2 L07000056174 FILED 8:00 AM May 29, 2007 Sec. Of State

## Article I

The name of the Limited Liability Company is:

PURE ADS LLC

## **Article II**

The street address of the principal office of the Limited Liability Company is:

1730 FEDERAL HIGHWAY SUITE #345 DELRAY BEACH, FL. US 33483

The mailing address of the Limited Liability Company is:

1730 FEDERAL HIGHWAY SUITE #345 DELRAY BEACH, FL. US 33483

## **Article III**

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

## **Article IV**

The name and Florida street address of the registered agent is:

BDB AGENT CO. 5355 TOWN CENTER ROAD SUITE 900 BOCA RATON, FL. 33486

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEFFREY WEINSTOCK, ASSISTANT SECRETARY

Signature of member or an authorized representative of a member

Signature: JEFFREY WEINSTOCK, AUTHORIZED REP.

From: "Tammy Howell" <info@appliedmerchantsavings.com>

Subject: FREE MacBook Air Today!
Date: February 6, 2008 3:48:53 PM PST

To: <redacted@asis.com>

Reply-To: "Tammy Howell" <info@appliedmerchantsavings.com>

Dearredacted.

#### **I WANT MY MACBOOK AIR**



#### **I WANT MY MACBOOK AIR**

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```
Return-Path: <info@appliedmerchantsavings.com>
X-Original-To: redacted@asis.com
Delivered-To: redacted@asis.com
Received: from psmtp.com (exprod5mx234.postini.com [64.18.0.120])
by mail.asis.com (Postfix) with SMTP id 10B9F61A0
for <redacted@asis.com>; Wed, 6 Feb 2008 14:56:16 -0800 (PST)
Received: from source ([216.14.13.98]) by exprod5mx234.postini.com ([64.18.4.14]) with SMTP;
Wed, 06 Feb 2008 14:53:23 PST
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Date: Thu, 07 Feb 2008 07:48:53 +0800
Reply-To: "Tammy Howell" <info@appliedmerchantsavings.com>
From: "Tammy Howell" <info@appliedmerchantsavings.com>
User-Agent: Mozilla/5.0 (Windows; U; Windows NT 5.0; en-US; rv:0.9.4) Gecko/20010913
MIME-Version: 1.0
To: <redacted@asis.com>
Subject: FREE MacBook Air Today!
Content-Type: text/html;
charset="us-ascii"
Content-Transfer-Encoding: 7bit
X-pstn-levels: (S: 0.00000/66.91261 CV:99.9000 R:95.9108 P:95.9108 M:97.0282 C:98.6951 )
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&b=9dhggsz6&p=19978&l=1">I WANT MY MACBOOK AIR</a></strong>
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&b=9dhggsz6&p=19978&l=1">I WANT MY MACBOOK AIR</a></strong>
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```

From: GPM <NokiaN95@vitaldata.info>

Subject: Free Nokia N95 Today!

Date: February 21, 2008 11:12:03 AM PST

To: <redacted@asis.com>

#### **I WANT MY NOKIA N95!**



#### **I WANT MY NOKIA N95!**

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Return-Path: <NokiaN95@vitaldata.info>
X-Original-To: redacted@asis.com
Delivered-To: redacted@asis.com
Received: from psmtp.com (exprod5mx232.postini.com [64.18.0.118])
by mail.asis.com (Postfix) with SMTP id 48EB36050
for <redacted@asis.com>; Thu, 21 Feb 2008 11:14:56 -0800 (PST)
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Thu, 21 Feb 2008 13:12:04 CST
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by vitaldata.info (Postfix) with SMTP id D936DA480C0
for <redacted@asis.com>; Thu, 21 Feb 2008 14:12:03 -0500 (EST)
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SK/12hWGDw==;
Date: Thu, 21 Feb 2008 14:12:03 -0500 (EST)
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To: <redacted@asis.com>
Subject: Free Nokia N95 Today!
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We're giving away a limited number of Nokia N95's!
Just Take our Survey and complete participation requirements to receive your Nokia N95!
http://vitaldata.info/lpa.php?x=Qu5yWzx4YzbabQQ_cQXPvPa58EpESk1F1L9kuauy_uv82G_755fb
Act now before this opportunity expires!
Regards.
PrizeRewardCenter.com
To unsubscribe from future advertisements from PrizeRewardCenter.com, go to:
http://vitaldata.info/lpa.php?x=Qu5yWzx4YzbabQQ_cQXPvPa58EpESk1F1L9kuauy_uv82v_d0e4f
PrizeRewardCenter | 102 NE 2nd St. #411 | Boca Raton, FL 33432
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requirements
(2) complete the rewards bonus survey (3) complete the number of sponsor offers in the redemption
instructions (4)
Follow redemption instructions.
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To end all correspondence, please visit:
http://vitaldata.info/yp.php?x=Qu5yWzx4YzbabQQ_cQXPvPa58EpESk1F1L9kuauy_743a3
or Write To:
Griffith Park Media 4209 Santa Monica Blvd. Suite 100 Los Angeles, CA 90029
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</body>
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```

From: "Home Decor" <john@vmx27.penontatt.com>
Subject: Spruce up your home with a Home Depot Card.

Date: February 7, 2008 8:04:45 PM PST
To: redacted < redacted@asis.com>
Reply-To: john@vmx27.penontatt.com

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Where you can choose from all of the top items from:

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- Tools
- Electronics
- and More!

#### Find Out More.

Don't miss the specials available today at the Home Depot.

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Return-Path: <john@vmx27.penontatt.com>
X-Original-To: redacted@asis.com
Delivered-To: redacted@asis.com
Received: from psmtp.com (exprod5mx221.postini.com [64.18.0.80])
by mail.asis.com (Postfix) with SMTP id 07C515EEC
for <redacted@asis.com>; Thu, 7 Feb 2008 20:07:38 -0800 (PST)
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Thu, 07 Feb 2008 20:04:46 PST
Date: Thu, 07 Feb 2008 20:04:45 -0800
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To: redacted <redacted@asis.com>
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X-Priority: 3
X-Mailer: PHP5
X-Postfix-Status: sysstat-197bb382a2d01b135994e0a90982f1de
Subject: Spruce up your home with a Home Depot Card.
MIME-Version: 1.0
Content-Type: multipart/alternative; boundary="----197bb382a2d01b135994e0a90982f1de"
X-pstn-levels: (S: 0.00000/28.36571 CV:99.9000 R:95.9108 P:95.9108 M:97.0282 C:60.2565 )
X-pstn-settings: 3 (1.0000:1.5000) S cv gt3 gt2 gt1 r p m C
X-pstn-addresses: from <john@vmx27.penontatt.com> [30/1]
----_197bb382a2d01b135994e0a90982f1de
Content-Type: text/plain; charset=iso-8859-1
Content-Disposition: inline
Content-Transfer-Encoding: 7bit
You Can Do It. We Can Help.
With your complimentary 1000.00 Home Depot Card, anything is possible.
http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42604/197bb382a2d01b135994e0a90982flde/0
It's your complimentary shopping spree at Home Depot.
Where you can choose from all of the top items from:
* Appliances
* Hardware
* Tools
* Electronics
* and More!
Find Out More.
Don't miss the specials available today at the Home Depot.
See Privacy Policy, Terms & Conditions and Gift Rules for additional details.
Copyright (C) 2004-2008 CustomerDirectSavings.com All rights reserved.
To Cancel Please Visit:http://u.customerdirectsavings.com
We respect your privacy. You have opted in to receive special mailings on
the web while visiting one of our sites, or one of our other buisness associates.
To view where you signed up cut and paste this link into your browser.
http://BLITZESCE.COM/gdm_197bb382a2d01b135994e0a90982f1de/cmp_XY196184284928-18667
To stop all future mailings, FOLLOW THIS LINK:
http://BLITZESCE.COM/ofem_197bb382a2d01b135994e0a90982f1de/cc_XY196184284928-18667
Member Services
Virtual Communications Co.
6615 W Boynton Bch Blvd, #319
Boynton Beach, FL 33437
----_197bb382a2d01b135994e0a90982f1de
Content-Type: text/html; charset=iso-8859-1
Content-Disposition: inline
Content-Transfer-Encoding: 7bit
<html>
<head>
<title>Spruce up your home with a Home Depot Card.</title>
<meta http-equiv="Content-Type" content="text/html; charset=iso-8859-1">
<body bgcolor="#FFFFFF" leftmargin="0" topmargin="0" marginwidth="0" marginheight="0">
<strong><a href="http://BLITZESCE.COM/htdocs/"
cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982f1de/0">Spruce up your home with a Home
Depot Card.</a></
strong>
cellspacing="0">
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982f1de/</pre>
0"><img src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42596" width="650" height="179"
alt="" border="0"></
a>
<t.r>
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982f1de/</pre>
```

```
0"><img src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42597" width="294" height="73" alt=""
border="0"></
a>
<t.d>
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982flde/</pre>
0"><img src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42598" width="234" height="73" alt=""
border="0"></
a>
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982f1de/</pre>
0"><img src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42599" width="122" height="73" alt=""
border="0"></
a>
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982f1de/</pre>
0"><img src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42600" width="650" height="236"
alt="" border="0"></
a>
<br><br><br>>
>
<div align=center><b><i>You Can Do It. We Can Help.</i></b></div>
With your complimentary 1000.00 Home Depot Card, anything is possible.
<br><br><br>>
It's your complimentary shopping spree at Home Depot.
<br><br><br>>
Where you can choose from all of the top items from:
Appliances
Hardware
Tools
Electronics
and More!
<br><br><br>>
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-</pre>
18667/42595/197bb382a2d01b135994e0a90982f1de/0">Find Out
<br><br>>
Don't miss the specials available today at the Home Depot.
<hr><hr><hr>>
<strong><a href="http://BLITZESCE.COM/htdocs/"
cmp_XY196184284928-18667/42595/197bb382a2d01b135994e0a90982flde/0">Spruce up your home with a Home
Depot Card.</a></
strong>
<a href="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-
18667/42601/197bb382a2d01b135994e0a90982f1de/0"><img
\verb| src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42602"| border="0"></a>| border="0"></a></
<img src="http://BLITZESCE.COM/htdocs/cmp_XY196184284928-18667/42603"> <br><br>
<div align="center">
border="0" alt=""
src="http://BLITZESCE.COM/offmap/idol/86me2.gif"></a><br>
<br> Customer Support<br>
Virtual Communications Co.<br>
6615 W Boynton Bch Blvd, #319<br>
Boynton Beach, FL 33437<br><br>
<img src = "http://BLITZESCE.COM/gdm_197bb382a2d01b135994e0a90982f1de/cmp_XY196184284928-18667">
<font size="2">
<div align="center" style="border: 1px solid rgb(102, 102, 102); padding: 5px; background: rgb(239,</pre>
239, 239) none
repeat scroll 0% 50%; overflow: auto; font-family: Arial, Helvetica, sans-serif; font-size: 8pt; width:
585px; height:
60px; text-align: left; -moz-background-clip: -moz-initial; -moz-background-origin: -moz-initial; -moz-
policy: -moz-initial;"> Privacy Policy - Terms and Conditions of this Email:<br/>
This notice outlines the privacy policies associated with his Email. By clicking any image and/or text
link in this
```

Email (excluding the removal link), you are accepting the practices described in this Privacy Policy. As such, you are representing that you have the authority and are authorizing Find A Quote and/or any of its business associates to contact you via email, postal mail, or telephonically with information stored in the Find A Quote database.<br> Changes to the Privacy Policy: <br> We reserve the right to change the terms of this Privacy Policy at any time. We encourage you to check the Privacy Policy in each new email sent to you regularly. Your continued use of our email service following any changes to this Privacy Policy will constitute your acceptance of such changes. This privacy policy was last amended on October 9th, 2006.<br> Personal Information and IP Address:<br/> Each time you view and/or click any image or text link in a Find A Quote sponsored email, our web server automatically recognizes your IP address and contact information. Your IP address is used to help us identify and gather broad demographic information about you. We also use your IP address and contact information to help diagnose problems with our servers, pre-populate Find A Quote administered Web Sites, and to better serve you in using the associated with our email service. <br> <a href="http://BLITZESCE.COM/policys/privacy\_policy\_faq.html">View Complete Policy Here.</a><bre> Contacting Us About Privacy Questions Or Concerns:<br/> If you have any questions about this Privacy Policy, please email us at privacy(at)findaquote(dot)net, or by sending a letter to:<br>

Privacy, 6542 Hypoluxo Suite 170 , Lake Worth, FL, 33467<br>

</div>

</font>

</div>

</body></html>

----\_197bb382a2d01b135994e0a90982f1de--



FREE\* \$1,000 HOME DEP TANKE CARDS-CV-01566-SC

# You Can Do it. We Can Help.

## With a **Free**\* **\$1,000** Home Depot Gift Card

Participation required. See details below.



How this works: Simply sign up, complete our short survey & sponsor offers.





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By continuing, you certify that you are a US resident over the age of 18 and that you agree to the privacy policy, gift rules, participation requirements and terms and conditions.

See Privacy Policy, Terms & Conditions and Gift Rules for additional details. Copyright © 2004-2008 CustomerDirectSavings.com All rights reserved. Terms & Conditions | Privacy Policy | Redemption Instructions & Gift Rules | Unsubscribe | Contact | Example of Sponsor Offers



✓ I am a U.S. Resident over the age of 18, and I agree to the Privacy Policy and Terms & Conditions of this website.



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By continuing, you certify that you are a US resident over the age of 18 and that you agree to the privacy policy, gift rules, participation requirements and terms and conditions.

See Privacy Policy, Terms & Conditions and Gift Rules for additional details. Copyright © 2004-2008 prizerewardcenter.com All rights reserved.

Terms & Conditions | Privacy Policy | Redemption Instructions & Gift Rules | Unsubscribe | Contact | Example of Sponsor Offers

3/18/08 9:58 AM



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By continuing, you certify that you are a US resident over the age of 18 and that you agree to the privacy policy, gift rules, participation requirements and terms and conditions.

See Privacy Policy, Terms & Conditions and Gift Rules for additional details. Copyright © 2004-2008 prizerewardcenter.com All rights reserved.

Terms & Conditions | Privacy Policy | Redemption Instructions & Gift Rules | Unsubscribe | Contact | Example of Sponsor Offers



## Whois Record for Bestonlinegiftcenter.com (Best Online Gift Center)

#### Front Page Information

Bestonlinegiftcenter.com @se @ij@&ifCVer@1566-SC

Website Title: FREE\* \$500 Adidas Gift Card Title Relevancy 75% AboutUs: ( Wiki article on Bestonlinegiftcenter.com SEO Score: 54% Terms: 8 (Unique: 8, Linked: 8) Images: 1 (Alt tags missing: 1) Links: 4 (Internal: 1, Outbound: 0)

#### Indexed Data

Alexa Trend/Rank: #10,102,192 for the last three months.

#### Registry Data

ICANN Registrar: ENOM, INC. Created: 2007-05-21 Expires: 2009-05-21 Registrar Status: <u>clientTransferProhibited</u> Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Add Missing Thumbnail:

Queue Thumbnail For Addition

SEO Text Browser

SEO Text Browser

• FREE\* \$500 GIFT CARD

Terms & Conditions I Privacy Policy **IUnsubscribe** 

http://www.bestonlinegiftcenter.com

## Disable SEO Text Browser (Beta)

Other TLDs Hide Key .biz .info .us .com .net .org ()

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200 Blacklist Status: Clear Domain Status: Registered And Active Website

DomainTools Exclusive

### Symbol Key

()Available

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

UOn-Hold (Generic)

On-Hold (Redemption Period)

Registrant "Whois Privacy Protection Service, Search: Inc." owns about 1,743,424 other <u>domains</u> Email Search: customersupport@enom.com is associated with about 1,220,306 domains pqfbwbqvr@whoisprivacyprotect.com is associated with about 1 domains NS History: 2 changes on 3 unique name servers over 1 year. IP History: 8 changes on 7 unique name servers over 1 years. Whois History: 5 records have been archived since 2007-12-24. Reverse IP: 18 other sites hosted on this server. bestonlinegiftcenter.com Download DomainTools for Windows Free Tool:

On-Hold (Pending Delete)
Monitor
Preview
No preview
Buy this (Available)
Buy this (Bid at auction)

#### Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com Visit: www.enom.com Domain name: bestonlinegiftcenter.com Registrant Contact: Whois Privacy Protection Service, Inc. Whois Agent ( pqfbwbqvr@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O bestonlinegiftcenter.com Bellevue, WA 98007 US Administrative Contact: Whois Privacy Protection Service, Inc. Whois Agent ( pqfbwbqvr@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O bestonlinegiftcenter.com Bellevue, WA 98007 US Technical Contact: Whois Privacy Protection Service, Inc. Whois Agent ( pqfbwbqvr@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

#### Customize This Page

Select the items you want to be shown on this page. <u>Login</u> to save preferences.

✓ Front Page✓ Server Data

✓ Indexed Data
✓ Registry Data

**Exclusive** 

✓ Whois Record

Data

#### Shopping Cart

#### Removed from Cart



## Domains for Sale delete all

| Domain             | Price      |
|--------------------|------------|
| BestVest.com       | \$350.00   |
| Best Euro.com      | \$488.00   |
| <u>LotBest.com</u> | \$500.00   |
| Best Driver.com    | \$525.00   |
| Best Cyber.com     | \$688.00   |
| BestCook.com       | \$895.00   |
| BestText.com       | \$1,000.00 |
| Best Roofs.com     | \$1,000.00 |
| Best Fortune.com   | \$1,400.00 |
|                    |            |

#### Status: Locked

Bestonlinegiftcenter.com Bestonlinegiftcenter.com

#### Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 21 May 2007 17:20:43 Expiration date: 21 May 2009 17:20:43



Do you own high-X quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of Compare Similar Domains one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| Best Business.com | \$1,500.00 |
|-------------------|------------|
| BestThing.com     | \$1,500.00 |

3/17/08 3:38 PM

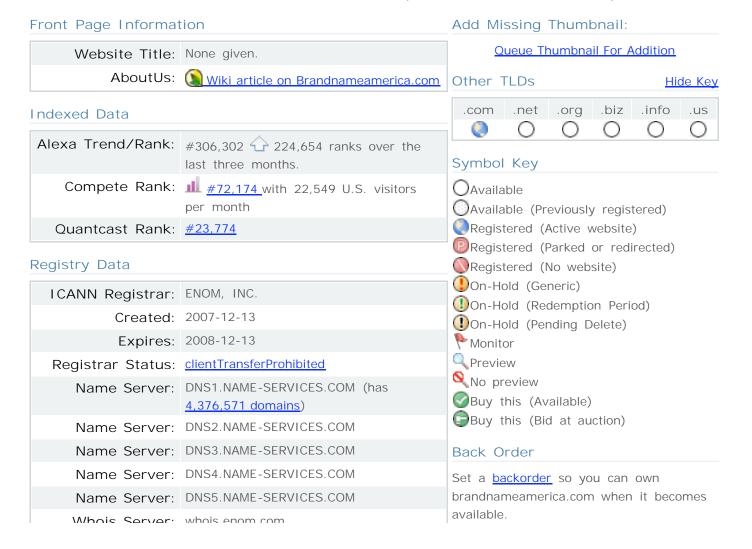
#### Domains At Auction

| Domain                            | Auction<br>Date |
|-----------------------------------|-----------------|
| O <u>SpeedBest.com</u>            | 03-18-2008      |
| O TopUtopia.com                   | 03-18-2008      |
| O <u>BestJew.com</u>              | 03-18-2008      |
| O <u>Best ServiceOnline.com</u>   | 03-18-2008      |
| O <u>CuisineTop.com</u>           | 03-18-2008      |
| O <u>Best Jobs Olutions.com</u>   | 03-18-2008      |
| O <u>EzBestPrice.com</u>          | 03-18-2008      |
| O <u>Best ChoiceNutrition.com</u> | 03-18-2008      |
| O The Best Skin.com               | 03-18-2008      |
| O <u>Best Buyers Club.com</u>     | 03-18-2008      |
| O Best Inspired.com               | 03-18-2008      |
| O <u>TopWeddingVendors.com</u>    | 03-18-2008      |
| O TopWeddingVendors.net           | 03-18-2008      |

| Domain               | Created    |
|----------------------|------------|
| <u>Best</u>          | 1994-08-31 |
| Bes Systems          | 1998-11-06 |
| Best Acne - Sites    | 2003-10-13 |
| Best Online          | 2003-12-25 |
| Best Casino          | 2004-05-10 |
| Best Online - Casino | 2004-05-10 |
| Best Online - Casino | 2004-05-10 |
| Bessy Ta             | 2004-08-03 |
| Bessy The Server     | 2005-07-30 |
| Bessy Tools          | 2005-10-07 |
| Bessy Sfamo Us       | 2006-02-12 |
| Best Online Cas      | 2006-03-23 |
| <u>Best 1</u>        | 2006-07-05 |
| Bessy Tours          | 2006-11-06 |
| Bessy The Cow        | 2007-02-13 |



## Whois Record for Brandnameamerica.com (Brand Name America)



#### VVIIOIS SCIVCI. WITOIS CITOTILICOTT

#### Server Data

| IP Address:       | 63.246.13.251 <b>W R P D T</b>      |
|-------------------|-------------------------------------|
| IP Location       | - New York - New York - Xiolink Llc |
| Response Code:    |                                     |
| Blacklist Status: | Clear                               |
| Domain Status:    | Registered And Active Website       |

#### DomainTools Exclusive

| _               | "Whois Privacy Protection Service, Inc." owns about <u>1,743,424 other</u> domains |   |
|-----------------|--|---|
| Email Search:   | customersupport@enom.com is associated with about 1,220,306 domains                |   |
| NS History:     | <u>1 change</u> on 2 unique name servers over 1 year.                              | 1 |
| IP History:     | <u>3 changes</u> on 4 unique name servers over 1 years.                            | ( |
| Whois History:  | 7 records have been archived since 2007-<br>12-15.                                 |   |
| Reverse IP:     | 18 other sites hosted on this server.  |   |
| Monitor Domain: | Set Free Alerts on brandnameamerica.com  | F |
| Free Tool:      | Download DomainTools for Windows   |   |

#### Customize This Page

Select the items you want to be shown on this page.

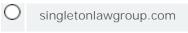


✓ Indexed Data ✓ Registry Data ✓ Whois Record

Data

## Shopping Cart

#### Removed from Cart



delete all

#### Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: brandnameamerica.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (mrvtjrcx@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnameamerica.com Bellevue, WA 98007 US

Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent (mrvtjrcx@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234

### Domains for Sale

| Domain               | Price      |
|----------------------|------------|
| BrandCab.com         | \$500.00   |
| <u>BrandBall.com</u> | \$500.00   |
| BrandCreation.com    | \$500.00   |
| SoundBrand.com       | \$500.00   |
| EasyBrand.com        | \$500.00   |
| <u>BrandFit.com</u>  | \$500.00   |
| MiniBrand.com        | \$500.00   |
| BrandNow.com         | \$500.00   |
| <u>SureBrand.com</u> | \$899.00   |
| <u>BrandDog.com</u>  | \$1,000.00 |
| BrandServices.com    | \$1,200.00 |

#### Domains At Auction

| Domain | Auction |
|--------|---------|
|        | Date    |

PMB 368, 14150 NE 20th St - F1 C/O brandnameamerica.com Bellevue, WA 98007 US

#### Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (mrvtjrcx@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnameamerica.com Bellevue, WA 98007

Status: Locked

#### Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com

dns5.name-services.com

Creation date: 13 Dec 2007 22:06:09 Expiration date: 13 Dec 2008 22:06:09



Do you own high-X quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

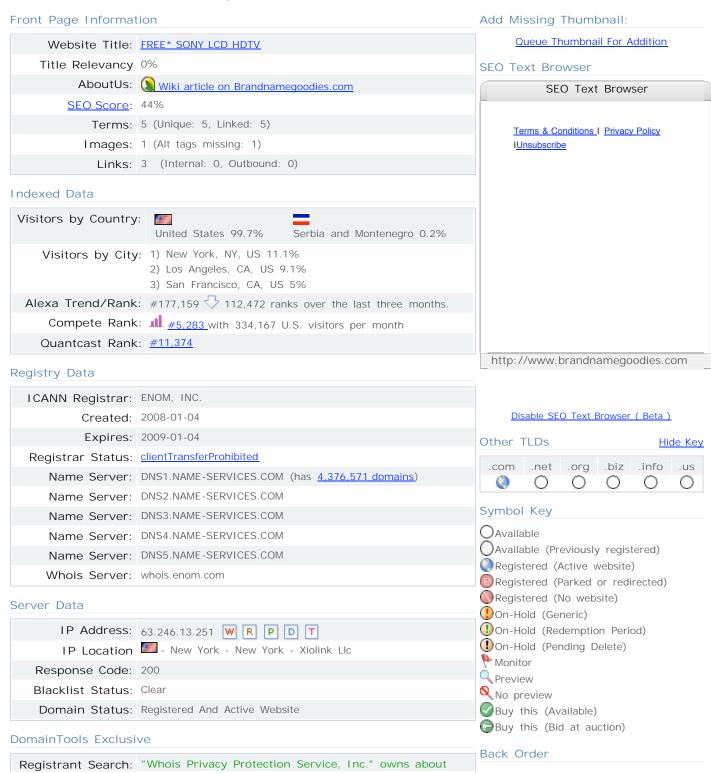
| NaturesLabel.com                | 03-18-2008 |
|---------------------------------|------------|
| OnaMark.com                     | 03-18-2008 |
| O <u>BrandWright.com</u>        | 03-18-2008 |
| TrueRelegionBrand.com           | 03-18-2008 |
| OTRu-Mark.com                   | 03-18-2008 |
| O <u>AgBarrBrandCentral.com</u> | 03-18-2008 |
| Owal-Mark.net                   | 03-18-2008 |
| O ChilmarkChocolates.com        | 03-18-2008 |
| MarkGleeson.net                 | 03-18-2008 |
| RbBrandDesign.net               | 03-18-2008 |
| O <u>PrivateLabelIsp.com</u>    | 03-19-2008 |
| MarkFinancing.com               | 03-19-2008 |

#### Compare Similar Domains

| Domain               | Created    |
|----------------------|------------|
| <u>Bran</u>          | 1996-03-19 |
| Bran - D Y L         | 2001-09-04 |
| <u>Bran - Bran</u>   | 2001-10-26 |
| Bran - D             | 2004-01-30 |
| Bran - Do            | 2004-10-04 |
| B Ram Zonas Sociates | 2004-11-28 |
| Bra Myth             | 2005-05-28 |
| <u>Bran - Flakes</u> | 2006-04-13 |
| Bra M Zero           | 2006-04-25 |
| Bran - D Y Ldesign   | 2006-08-20 |
| Bran - Che           | 2006-10-04 |
| Bra Myths            | 2006-10-23 |
| Bra M Zimmerman      | 2006-11-06 |
| Bra Mz On Law        | 2007-01-08 |
| Bra M Zak Ir         | 2007-01-12 |



### Whois Record for Brandnamegoodies.com (Brand Name Goodies)



Set a backorder so you can own brandnamegoodies.com when it becomes available.

Brandnamegoodies.com

Whois Record Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com Visit: www.enom.com Domain name: brandnamegoodies.com Administrative Contact: Whois Privacy Protection Service, Inc. Whois Agent ( dklbhtgd@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnamegoodies.com Bellevue, WA 98007 Technical Contact: Whois Privacy Protection Service, Inc. Whois Agent ( dklbhtgd@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnamegoodies.com Bellevue, WA 98007 US Registrant Contact: Whois Privacy Protection Service, Inc. Whois Agent ( dklbhtgd@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnamegoodies.com Bellevue, WA 98007 US Status: Locked Name Servers: dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

#### Customize This Page

Select the items you want to be shown on this page. Login to save preferences.

▼ Front Page Server Data

✓ Indexed Data ▼ Registry Data ✓ Whois Record

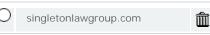
delete all

\$1,788.00

**✓** Exclusive Data

## Shopping Cart

#### Removed from Cart



#### Domains for Sale

| Domain                     | Price      |
|----------------------------|------------|
| <u>TeenGoodies.com</u>     | \$150.00   |
| OldGoodies.com             | \$500.00   |
| <u>TravelGoodies.com</u>   | \$500.00   |
| <u>HotGoodies.com</u>      | \$500.00   |
| <u>CampGoodies.com</u>     | \$650.00   |
| <u>CellularGoodies.com</u> | \$688.00   |
| SweetGoodies.com           | \$1,488.00 |
| CountryGoodies.com         | \$1,488.00 |
| <u>Goodies.us</u>          | \$1,500.00 |
| ManyGoodies.com            | \$1,588.00 |
|                            |            |

#### Compare Similar Domains

FoodGoodies.com

| Domain               | Created    |
|----------------------|------------|
| <u>Bran</u>          | 1996-03-19 |
| Bran - D Y L         | 2001-09-04 |
| <u>Bran - Bran</u>   | 2001-10-26 |
| Bran - D             | 2004-01-30 |
| <u>Bran - Do</u>     | 2004-10-04 |
| D Dom Zonce Cocletes | 2004 11 20 |



Creation date: 04 Jan 2008 21:55:25 Expiration date: 04 Jan 2009 21:55:25

> DOMAIN ROUNDTABLE Do you own high-quality generic domains? X List them in the April 21st DomainTools Live



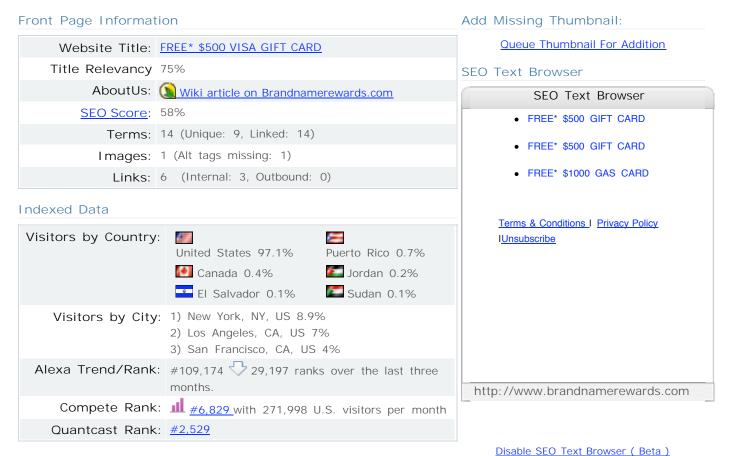
Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

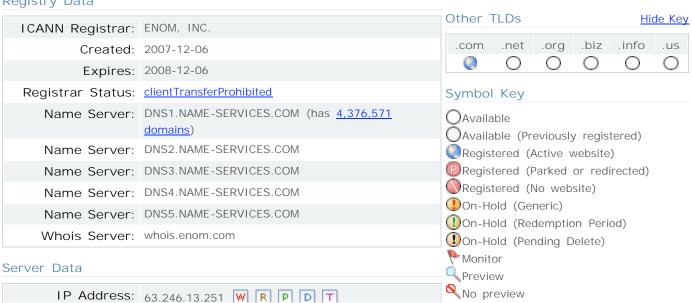
| B Ram Zonas Sociates | ZUU4-11-Z8 |
|----------------------|------------|
| Bra Myth             | 2005-05-28 |
| Bran - Flakes        | 2006-04-13 |
| Bra M Zero           | 2006-04-25 |
| Bran - D Y Ldesign   | 2006-08-20 |
| Bran - Che           | 2006-10-04 |
| Bra Myths            | 2006-10-23 |
| Bra M Zimmerman      | 2006-11-06 |
| Bra Mz On Law        | 2007-01-08 |
| Bra M Zak Ir         | 2007-01-12 |



### Whois Record for Brandnamerewards.com (Brand Name Rewards)



#### Registry Data



Back Order

# Buy this (Bid at auction)

Buy this (Available)

Set a <u>backorder</u> so you can own brandnamerewards.com when it becomes available.

#### DomainTools Exclusive

Registrant Search: "Whois Privacy Protection Service, Inc." owns about 1,743,424 other domains Email Search: customersupport@enom.com is associated with about 1,220,306 domains rnsknhybrk@whoisprivacyprotect.com is associated with about 1 domains NS History: 1 change on 2 unique name servers over 1 year. IP History: 4 changes on 4 unique name servers over 1 years Whois History: 13 records have been archived since 2007-12-06. Reverse IP: 18 other sites hosted on this server. Monitor Domain: Set Free Alerts on brandnamerewards.com Free Tool: Download DomainTools for Windows

#### Whois Record

US

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: brandnamerewards.com

Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (rnsknhybrk@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnamerewards.com Bellevue, WA 98007

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent ( rnsknhybrk@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnamerewards.com Bellevue, WA 98007 US

Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent (rnsknhybrk@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnamerewards.com Bellevue, WA 98007

### Customize This Page

Select the items you want to be shown on this page. Login to save preferences.

▼ Front Page ✓ Server Data **▼** Exclusive

✓ Indexed Data ✓ Registry Data ✓ Whois Record

delete all

Data

#### Shopping Cart

#### Removed from Cart



### Domains for Sale

| Domain                        | Price      |
|-------------------------------|------------|
| <u>FutureRewards.com</u>      | \$10.00    |
| <u>LittleRewards.com</u>      | \$199.00   |
| Rewards Email.com             | \$250.00   |
| ForumRewards.com              | \$250.00   |
| <u>ViralRewards.com</u>       | \$251.00   |
| <u>CollectRewards.com</u>     | \$425.00   |
| Nationwide Rewards.com        | \$500.00   |
| Eternal Rewards.com           | \$700.00   |
| <u>FreshFlowerRewards.com</u> | \$1,288.00 |
| Rewards.de                    | \$1,506.00 |
| HotRewards.com                | \$1,575.00 |

#### Domains At Auction

US

Status: Locked

#### Name Servers:

dns1.name-services.com

dns2.name-services.com

dns3.name-services.com

dns4.name-services.com dns5.name-services.com

Creation date: 06 Dec 2007 20:42:44 Expiration date: 06 Dec 2008 20:42:44



Do you own high-quality generic X domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

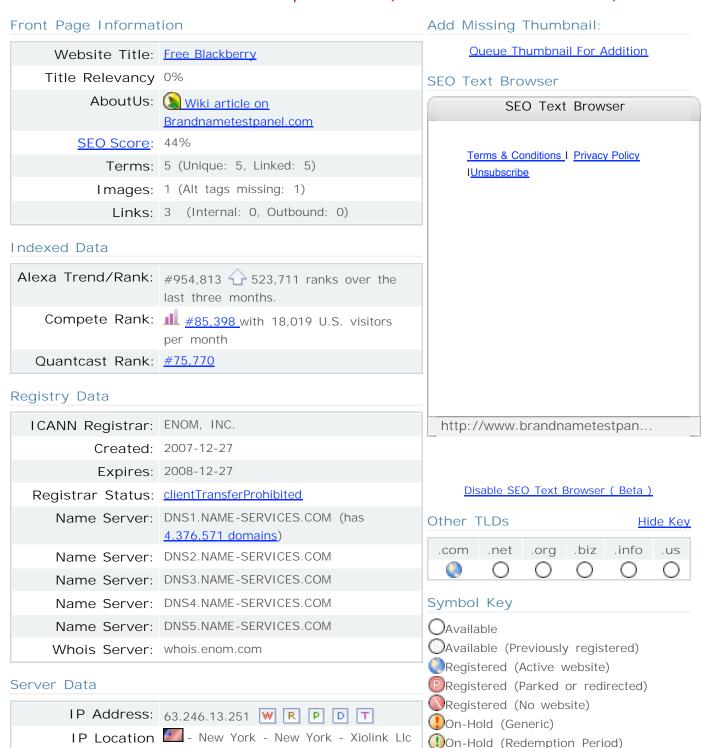
| 20                               |                 |
|----------------------------------|-----------------|
| Domain                           | Auction<br>Date |
| O <u>TechnologyRewards.com</u>   | 03-18-2008      |
| O <u>HighRollerRewards.com</u>   | 03-18-2008      |
| O <u>PulsarRewards.com</u>       | 03-18-2008      |
| O <u>CiCrCuitCityRewards.com</u> | 03-18-2008      |
| O <u>RewardsQEnlus.com</u>       | 03-18-2008      |
| O <u>CiCCuitCityRewards.com</u>  | 03-18-2008      |
| O <u>Burn4Rewards.com</u>        | 03-18-2008      |
| O <u>DivaRewards.com</u>         | 03-18-2008      |
| Rewards Site. net                | 03-18-2008      |
| O <u>SkyNetRewards.com</u>       | 03-18-2008      |
| MallRewards Card.com             | 03-19-2008      |
| OBps Rewards.com                 | 03-19-2008      |

| Domain               | Created    |
|----------------------|------------|
| <u>Bran</u>          | 1996-03-19 |
| Bran - D Y L         | 2001-09-04 |
| <u>Bran - Bran</u>   | 2001-10-26 |
| Bran - D             | 2004-01-30 |
| <u>Bran - Do</u>     | 2004-10-04 |
| B Ram Zonas Sociates | 2004-11-28 |
| Bra Myth             | 2005-05-28 |
| Bran - Flakes        | 2006-04-13 |
| Bra M Zero           | 2006-04-25 |
| Bran - D Y Ldesign   | 2006-08-20 |
| Bran - Che           | 2006-10-04 |
| Bra Myths            | 2006-10-23 |
| Bra M Zimmerman      | 2006-11-06 |
| Bra Mz On Law        | 2007-01-08 |
| Bra M Zak Ir         | 2007-01-12 |

Brandnametestpanel.com Gaged Bad BTEVP 11566-SC



### Whois Record for Brandnametestpanel.com (Brand Name Test Panel)



Response Code: 200

Blacklist Status: Clear

Domain Status: Registered And Active Website

#### DomainTools Exclusive

Registrant "Whois Privacy Protection Service, Search: Inc." owns about 1,743,424 other

<u>domains</u>

Email Search: customersupport@enom.com is associated

with about 1,220,306 domains

NS History: 1 change on 2 unique name servers over 1

year.

IP History: 3 changes on 4 unique name servers over 1

years.

Whois History: 2 records have been archived since 2007-

12-28.

Reverse IP: 18 other sites hosted on this server.

brandnametestpanel.com

Free Tool: Download DomainTools for Windows

#### Whois Record

Registration Service Provided By: Enom, Inc

Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: brandnametestpanel.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent ( jcnwglvtl@whoisprivacyprotect.com )

+1.4252740657
Fax: +1.4256960234
DMB 268 14150 NE 20+b

PMB 368, 14150 NE 20th St - F1 C/O brandnametestpanel.com

Bellevue, WA 98007

US

Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent ( jcnwglvtl@whoisprivacyprotect.com )

+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1

C/O brandnametestpanel.com

Bellevue, WA 98007

US

Registrant Contact:

Whois Privacy Protection Service, Inc.

①On-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Back Order

Set a <u>backorder</u> so you can own brandnametestpanel.com when it becomes available.



#### Customize This Page

Select the items you want to be shown on this page. <u>Login</u> to save preferences.

Front Page

Server Data

Server Data

**Z** Exclusive

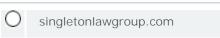
✓ Indexed Data✓ Registry Data

▼ Whois Record

Data

#### Shopping Cart

Removed from Cart



| Domains for Sale        | delete all |
|-------------------------|------------|
| Domain                  | Price      |
| <u>PrintPanel.com</u>   | \$250.00   |
| EdgePanel.com           | \$500.00   |
| <u>PartnerPanel.com</u> | \$500.00   |
| <u>INetPanel.com</u>    | \$500.00   |
| Stock Danal com         | ¢E00 00    |

 $\Box$ 

Whois Agent ( jcnwglvt@whoisprivacyprotect.com )

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O brandnametestpanel.com Bellevue, WA 98007

Status: Locked

#### Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 27 Dec 2007 15:29:33 Expiration date: 27 Dec 2008 15:29:33



Do you own high-X quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Document 1-7

Submit a Domain - Sign up for the Roundtable.

| Stuckfaller.com        | φυυυ.υυ    |
|------------------------|------------|
| PanelCraft.com         | \$500.00   |
| <u>CustomPanel.com</u> | \$1,000.00 |
| MicroPanel.com         | \$1,000.00 |
| Panel.org              | \$1,500.00 |
| <u>AlertPanel.com</u>  | \$1,588.00 |
| Panel.info             | \$1,883.00 |

### Domains At Auction

| Domain                           | Auction<br>Date |
|----------------------------------|-----------------|
| O InterMountainPanel.com         | 03-18-2008      |
| O ContentControlPanel.com        | 03-18-2008      |
| NycScreenSavers.com              | 03-18-2008      |
| O <u>StormPaneIDepot.com</u>     | 03-18-2008      |
| O <u>HanukkahScreenSaver.com</u> | 03-18-2008      |
| O MyAdminPanel.net               | 03-18-2008      |
| O <u>CellPhoneScreen.net</u>     | 03-18-2008      |
| O <u>DualScreenCheats.com</u>    | 03-18-2008      |
| O Screen-Link.com                | 03-18-2008      |
| OstripView.net                   | 03-18-2008      |
| O GetsTrip.com                   | 03-20-2008      |
| O <u>Panel14.com</u>             | 03-20-2008      |

| Domain               | Created    |
|----------------------|------------|
| Bran                 | 1996-03-19 |
| Bran - D Y L         | 2001-09-04 |
| Bran - Bran          | 2001-10-26 |
| Bran - D             | 2004-01-30 |
| <u>Bran - Do</u>     | 2004-10-04 |
| B Ram Zonas Sociates | 2004-11-28 |
| Bra Myth             | 2005-05-28 |
| <u>Bran - Flakes</u> | 2006-04-13 |
| Bra M Zero           | 2006-04-25 |
| Bran - D Y Ldesign   | 2006-08-20 |
| Bran - Che           | 2006-10-04 |
| Bra Myths            | 2006-10-23 |
| Bra M Zimmerman      | 2006-11-06 |
| Bra Mz On Law        | 2007-01-08 |
| Bra M Zak Ir         | 2007-01-12 |



## Whois Record for Brandsurveycenter.com (Brand Survey Center)

### Front Page Information

Website Title: FREE\* \$500 GIFT CARD Title Relevancy 100% AboutUs: ( Wiki article on Brandsurveycenter.com SEO Score: 55% Terms: 8 (Unique: 8, Linked: 8) Images: 1 (Alt tags missing: 1) Links: 4 (Internal: 1, Outbound: 0)

#### Indexed Data

Alexa Trend/Rank: #66,601  $\bigcirc$  63,857 ranks over the last three months. Compete Rank: #3,419 with 506,548 U.S. visitors per month Quantcast Rank: #4,441

### Registry Data

ICANN Registrar: ENOM, INC. Created: 2008-01-06 Expires: 2009-01-06 Registrar Status: <a href="mailto:clientTransferProhibited">clientTransferProhibited</a> Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200

### Add Missing Thumbnail:

Queue Thumbnail For Addition

SEO Text Browser

SEO Text Browser • FREE\* \$500 GIFT CARD

Terms & Conditions I Privacy Policy **IUnsubscribe** 

http://www.brandsurveycenter.com

### Disable SEO Text Browser (Beta)

Other TLDs Hide Key .com .net .org .biz .info .us

### Symbol Key

OAvailable

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

Blacklist Status: Clear

Domain Status: Registered And Active Website

#### DomainTools Exclusive

Registrant "Whois Privacy Protection Service,

Search: Inc." owns about 1,743,424 other

domains

Email Search: customersupport@enom.com is associated

with about 1,220,306 domains

bwwmhhhyw@whoisprivacyprotect.com is

associated with about 1 domains

NS History: 1 change on 2 unique name servers over 0

vear

IP History: 3 changes on 4 unique name servers over 0

vears

Whois History: 10 records have been archived since 2008-

01-08.

Reverse IP: 18 other sites hosted on this server.

Free Tool: Download DomainTools for Windows

#### Whois Record

Registration Service Provided By: Enom, Inc

Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: brandsurveycenter.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (bwwmhhhyw@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O brandsurveycenter.com

Bellevue, WA 98007

Technical Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (bwwmhhhyw@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O brandsurveycenter.com

Bellevue, WA 98007

US

Registrant Contact:

Whois Privacy Protection Service, Inc.

UOn-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Back Order

Set a backorder so you can own brandsurveycenter.com when it becomes available.

### Customize This Page

Select the items you want to be shown on this page.

▼ Front Page

✓ Server Data

Registry Data

**▼** Exclusive

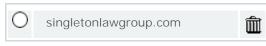
▼ Whois Record

✓ Indexed Data

Data

#### **Shopping Cart**

#### Removed from Cart



#### Domains for Sale

delete all

| Domain            | Price    |
|-------------------|----------|
| SportsSurvey.com  | \$250.00 |
| Screen Survey.com | \$375.00 |
| YouthSurvey.com   | \$477.00 |
| MotorSurvey.com   | \$500.00 |
| ExpressSurvey.com | \$500.00 |
| TotalSurvey.com   | \$500.00 |

### Whois Agent ( bwwmhhhyw@whoisprivacyprotect.com)

+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O brandsurveycenter.com
Bellevue, WA 98007
US

Status: Locked

#### Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 06 Jan 2008 19:49:25 Expiration date: 06 Jan 2009 19:49:25



Do you own highquality generic
domains? List them in the
April 21st DomainTools Live
Auction at the Domain
Roundtable Conference in SanFrancisco. Want to ensure
your domain is listed? Register
now for the conference every attendee has a
guaranteed-acceptance slot of
one domain in the Live
Auction.

Submit a Domain - Sign up for the Roundtable.

| <u> </u>                |            |
|-------------------------|------------|
| ThinkSurvey.com         | \$500.00   |
| BizSurvey.com           | \$1,588.00 |
| MockSurvey.com          | \$1,688.00 |
| <u>AnnualSurvey.com</u> | \$1,688.00 |
| <u>SurveyQuote.com</u>  | \$1,688.00 |

### Domains At Auction

| Domain                        | Auction Date |  |  |
|-------------------------------|--------------|--|--|
| O <u>LipSurvey.net</u>        | 03-18-2008   |  |  |
| O Go2Study.com                | 03-18-2008   |  |  |
| O CollegeBibleStudy.net       | 03-18-2008   |  |  |
| O <u>BibleStudySchool.net</u> | 03-18-2008   |  |  |
| O <u>EpilepsySurvey.com</u>   | 03-18-2008   |  |  |
| O RedPollClub.com             | 03-18-2008   |  |  |
| O <u>SpankingSurvey.com</u>   | 03-19-2008   |  |  |
| O ILovePoll.com               | 03-19-2008   |  |  |
| O StudyAny.com                | 03-19-2008   |  |  |
| O PollBoll.com                | 03-19-2008   |  |  |
| O <u>AsthmaSurvey.com</u>     | 03-19-2008   |  |  |
| O BoomerSurvey.com            | 03-19-2008   |  |  |
| O <u>HangulStudy.com</u>      | 03-19-2008   |  |  |

| Domain               | Created    |
|----------------------|------------|
| Bran                 | 1996-03-19 |
| Bran - D Y L         | 2001-09-04 |
| Bran - Bran          | 2001-07-04 |
|                      | 2001 10 20 |
| Bran - D             | 2004-01-30 |
| <u>Bran - Do</u>     | 2004-10-04 |
| B Ram Zonas Sociates | 2004-11-28 |
| Bra Myth             | 2005-05-28 |
| <u>Bran - Flakes</u> | 2006-04-13 |
| Bra M Zero           | 2006-04-25 |
| Bran - D Y Ldesign   | 2006-08-20 |
| Bran - Che           | 2006-10-04 |
| Bra Myths            | 2006-10-23 |
| Bra M Zimmerman      | 2006-11-06 |
| Bra Mz On Law        | 2007-01-08 |
| Bra M Zak Ir         | 2007-01-12 |



## Whois Record for Brandsurveyportal.com (Brand Survey Portal)

### Front Page Information

Website Title: FREE\* \$500 GIFT CARD Title Relevancy 100% AboutUs: (Mail Wiki article on Brandsurveyportal.com SEO Score: 55% Terms: 8 (Unique: 8, Linked: 8) Images: 1 (Alt tags missing: 1) Links: 4 (Internal: 1, Outbound: 0)

#### Indexed Data

Alexa Trend/Rank: #798,729 \$\frac{1}{2}\$ 408,253 ranks over the last three months. Compete Rank: #14,026 with 129,555 U.S. visitors per month Quantcast Rank: #12,982

#### Registry Data

ICANN Registrar: ENOM, INC. Created: 2008-01-06 Expires: 2009-01-06 Registrar Status: clientTransferProhibited Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200

### Add Missing Thumbnail:

Queue Thumbnail For Addition

SEO Text Browser

SEO Text Browser • FREE\* \$500 GIFT CARD

Terms & Conditions I Privacy Policy **IUnsubscribe** 

http://www.brandsurveyportal.com

### Disable SEO Text Browser (Beta)

Other TLDs Hide Key .com .net .org .biz .info .us

### Symbol Key

OAvailable

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

UOn-Hold (Generic)

On-Hold (Redemption Period)

Blacklist Status: Clear

Domain Status: Registered And Active Website

#### DomainTools Exclusive

Registrant "Whois Privacy Protection Service,

Search: Inc." owns about 1,743,424 other

domains

Email Search: customersupport@enom.com is associated

with about 1,220,306 domains

NS History: 1 change on 2 unique name servers over 0

IP History: 3 changes on 4 unique name servers over 0

Whois History: 4 records have been archived since 2008-

Reverse IP: 18 other sites hosted on this server.

Monitor Domain: Set Free Alerts on brandsurveyportal.com

Free Tool: Download DomainTools for Windows

#### Whois Record

Registration Service Provided By: Enom, Inc

Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: brandsurveyportal.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (byvykpblcr@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O brandsurveyportal.com

Bellevue, WA 98007

US

Technical Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (byvykpblcr@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O brandsurveyportal.com

Bellevue, WA 98007

Registrant Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (bywykpblcr@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

UOn-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Back Order

Set a backorder so you can own brandsurveyportal.com when it becomes



### Customize This Page

Select the items you want to be shown on this page.

▼ Front Page

✓ Indexed Data

✓ Server Data **▼** Exclusive

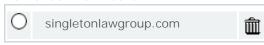
Registry Data

Whois Record

Data

### Shopping Cart

#### Removed from Cart



#### delete all Domains for Sale

| Domain                 | Price    |
|------------------------|----------|
| SportsSurvey.com       | \$250.00 |
| Screen Survey.com      | \$375.00 |
| YouthSurvey.com        | \$477.00 |
| MotorSurvey.com        | \$500.00 |
| ExpressSurvey.com      | \$500.00 |
| <u>TotalSurvey.com</u> | \$500.00 |

Status: Locked

#### Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 06 Jan 2008 19:49:26 Expiration date: 06 Jan 2009 19:49:26



Do you own highquality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San-Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| ThinkSurvey.com   | \$500.00   |
|-------------------|------------|
| BizSurvey.com     | \$1,588.00 |
| MockSurvey.com    | \$1,688.00 |
| Annual Survey.com | \$1,688.00 |
| SurveyQuote.com   | \$1,688.00 |

### Domains At Auction

| Domain                        | Auction Date |
|-------------------------------|--------------|
| O <u>LipSurvey.net</u>        | 03-18-2008   |
| O Go2Study.com                | 03-18-2008   |
| O CollegeBibleStudy.net       | 03-18-2008   |
| O <u>BibleStudySchool.net</u> | 03-18-2008   |
| O <u>EpilepsySurvey.com</u>   | 03-18-2008   |
| RedPollClub.com               | 03-18-2008   |
| O <u>SpankingSurvey.com</u>   | 03-19-2008   |
| O <u>ILovePoll.com</u>        | 03-19-2008   |
| O <u>StudyAny.com</u>         | 03-19-2008   |
| O PollBoll.com                | 03-19-2008   |
| O <u>AsthmaSurvey.com</u>     | 03-19-2008   |
| O BoomerSurvey.com            | 03-19-2008   |
| O <u>HangulStudy.com</u>      | 03-19-2008   |

| Domain               | Crooted    |
|----------------------|------------|
| Domain               | Created    |
| Bran                 | 1996-03-19 |
| Bran - D Y L         | 2001-09-04 |
| <u>Bran - Bran</u>   | 2001-10-26 |
| <u>Bran - D</u>      | 2004-01-30 |
| <u>Bran - Do</u>     | 2004-10-04 |
| B Ram Zonas Sociates | 2004-11-28 |
| Bra Myth             | 2005-05-28 |
| <u>Bran - Flakes</u> | 2006-04-13 |
| Bra M Zero           | 2006-04-25 |
| Bran - D Y Ldesign   | 2006-08-20 |
| Bran - Che           | 2006-10-04 |
| Bra Myths            | 2006-10-23 |
| Bra M Zimmerman      | 2006-11-06 |
| Bra Mz On Law        | 2007-01-08 |
| Bra M Zak Ir         | 2007-01-12 |

Disable SEO Text Browser ( Beta )



## Keep track of your portfolio! Download the Free Stock Ticker

16 ▲2.75% SIRI 4.03 ▼0.02 ▼0.49% SUNW 5.22 ▲0.03 ▲0.58% <u>AAPL</u> 74.20 ▲1.57 ▲2.16% →

Free Download • No Spyware • 5 Stylish Themes • Unlimited Symbols • Variable Scroll Speed • Unobtrusive

### Whois Record for Customerdirectsavings.com (Customer Direct Savings)

#### Front Page Information Add Missing Thumbnail: Queue Thumbnail For Addition Website Title: FREE\* \$500 VISA GIFT CARD Title Relevancy 75% SEO Text Browser AboutUs: Wiki article on Customerdirectsavings.com SEO Text Browser SEO Score: 59% • FREE\* \$500 GIFT CARD Terms: 15 (Unique: 11, Linked: 15) • FREE\* \$500 GIFT CARD Images: 1 (Alt tags missing: 1) • FREE\* DELL XPS M5130 Links: 6 (Internal: 3, Outbound: 0) Indexed Data Terms & Conditions I Privacy Policy Visitors by Country: **I**Unsubscribe United States 90.9% Puerto Rico 6.2% Peru 0.1% Egypt 0.2% Mauritius 0.1% India 0.1% Visitors by City: 1) New York, NY, US 11.4% 2) Los Angeles, CA, US 7.2% 3) San Francisco, CA, US 4.5% Alexa Trend/Rank: #4,364 1 492 ranks over the last three months. http://www.customerdirectsavin... Compete Rank: #209 with 5,310,102 U.S. visitors per month Quantcast Rank: #376

#### Degistry Data

| Registry Data     |  |   | TI Da |      |         | 1.15      | -1- 1/  |
|-------------------|--|---|-------|------|---------|-----------|---------|
| ICANN Registrar:  | ENOM, INC.                                     | Other   | ILDS  |      |         | <u>HI</u> | de Key  |
| Created:          | 2007-05-30                                     | .com  | .net  | .org | .biz    | .info     | .us     |
| Expires:          | 2009-05-30                                     |   | 0     | 0    | $\circ$ | 0         | $\circ$ |
| Registrar Status: | clientTransferProhibited                       | Symbo   | l Key |      |         |           |         |
| Name Server:      | DNS1.NAME-SERVICES.COM (has 4,376,571 domains) | OAvailable OAvailable (Previously registered) |       |      |         |           |         |
| Name Server:      | DNS2.NAME-SERVICES.COM                         | Registered (Active website)                   |       |      |         |           |         |
| Name Server:      | DNS3.NAME-SERVICES.COM                         | Registered (Parked or redirected)             |       |      |         |           |         |
| Name Server:      | DNS4.NAME-SERVICES.COM                         | Negis   |       |      | site)   |           |         |

Monitor



### Server Data

Customerdirectsavings.copasestine8prect9al/566-SC



#### DomainTools Exclusive

| Registrant Search: | "Whois Privacy Protection Service, Inc." owns about <u>1,743,424 other domains</u> |
|--------------------|--|
| Email Search:      | customersupport@enom.com is associated with  |
|                    | about 1,220,306 domains <pre>pnjmlqwhh@whoisprivacyprotect.com</pre> is associated |
|                    | with about 1 domains   |
| NS History:        | <u>2 changes</u> on 3 unique name servers over 1 year.                             |
| IP History:        | <u>6 changes</u> on 6 unique name servers over 1 years.                            |
| Whois History:     | 13 records have been archived since 2007-11-16.                                    |
| Reverse IP:        | 18 other sites hosted on this server.  |
| Monitor Domain:    | Set Free Alerts on customerdirectsavings.com                                       |
| Free Tool:         | Download DomainTools for Windows   |

#### Whois Record

Registration Service Provided By: Enom, Inc Contact: <a href="mailto:customersupport@enom.com">customersupport@enom.com</a>

Visit: www.enom.com

Domain name: customerdirectsavings.com

Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (pnjmlqwhh@whoisprivacyprotect.com)

+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O customerdirectsavings.com
Bellevue, WA 98007
US

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (pnjmlqwhh@whoisprivacyprotect.com)

+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O customerdirectsavings.com
Bellevue, WA 98007
US

Technical Contact:



On-Hold (Redemption Period)

On-Hold (Pending Delete)

UII-HOIO (GENERIC)

3/17/08 3:37 PM

#### Customize This Page

Select the items you want to be shown on this page.

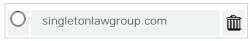
✓ Front Page✓ Server Data✓ Exclusive

✓ Indexed Data
✓ Registry Data
✓ Whois Record

\_ Data

#### Shopping Cart

#### Removed from Cart



#### Domains for Sale delete all

| Domain                       | Price      |
|------------------------------|------------|
| <u>EveryCustomer.com</u>     | \$100.00   |
| <u>CustomerGiveaways.com</u> | \$300.00   |
| <u>FirstCustomer.com</u>     | \$1,000.00 |
| <u>ProCustomer.com</u>       | \$1,188.00 |
| NextCustomer.com             | \$1,400.00 |
| Best Customer.com            | \$1,400.00 |
| <u>CustomerCore.com</u>      | \$1,488.00 |
| WorldwidEcustomer.com        | \$1,488.00 |
| PrintCustomer.com            | \$1,488.00 |
| AnyCustomer.com              | \$1,688.00 |
| ImportantCustomer.com        | \$1,688.00 |

Domains At Auction

Whois Privacy Protection Service, Inc. Whois Agent (pnjmlqwhh@whoisprivacyprotect.com) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O customerdirectsavings.com Bellevue, WA 98007

Status: Locked

#### Name Servers:

US

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 30 May 2007 20:28:30 Expiration date: 30 May 2009 20:28:30



Do you own high-quality generic X domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| Domain                          | Auction    |
|---------------------------------|------------|
|                                 | Date       |
| OconsumerConquest.com           | 03-18-2008 |
| O CheapConsumerDeals.com        | 03-18-2008 |
| O <u>BioConsumer.net</u>        | 03-18-2008 |
| O <u>Customer-Crusader.com</u>  | 03-18-2008 |
| O <u>ConsumerValueIndex.com</u> | 03-18-2008 |
| OconsumerXpress.com             | 03-19-2008 |

| Domain                 | Created    |
|------------------------|------------|
| <u>Cus T</u>           | 1996-09-25 |
| <u>Cus Sys</u>         | 1997-03-28 |
| Cuss Y N               | 1998-05-08 |
| Cuss Y Snj             | 1999-02-05 |
| Cus T - Communications | 2000-09-25 |
| Cus T - Centric        | 2000-12-11 |
| <u>Cus T - Care</u>    | 2001-01-12 |
| <u>Cuss Y</u>          | 2001-03-13 |
| <u>Cus T - Comm</u>    | 2004-09-27 |
| Cuss Y - En - Morvan   | 2005-07-17 |
| <u>Cus T - Art</u>     | 2006-04-25 |
| Cus T - Comp           | 2006-09-06 |
| Cuss Your Bob          | 2006-09-19 |
| Cuss Z                 | 2006-09-19 |
| <u>Cus T - Amazon</u>  | 2006-12-02 |



# Keep track of your portfolio! Download the Free Stock Ticker

> 16 △2.75% SIRI 4.03 ▼0.02 ▼0.49% SUNW 5.22 △0.03 △0.58% <u>AAPL</u> 74.20 △1.57 △2.16% →>>

Free Download • No Spyware • 5 Stylish Themes • Unlimited Symbols • Variable Scroll Speed • Unobtrusive

### Whois Record for Customeronlinesavings.com (Customer Online Savings)

### Front Page Information Add Missing Thumbnail: Queue Thumbnail For Addition Website Title: Free Apple iPhone Title Relevancy 0% SEO Text Browser AboutUs: ( Wiki article on SEO Text Browser <u>Customeronlinesavings.com</u> SEO Score: 44% Terms & Conditions I Privacy Policy Terms: 5 (Unique: 5, Linked: 5) **IUnsubscribe** Images: 1 (Alt tags missing: 1) Links: 3 (Internal: 0, Outbound: 0) Indexed Data Alexa Trend/Rank: #85,476 $\bigcirc$ 15,092 ranks over the last three months. Compete Rank: #2,869 with 592,222 U.S. visitors per month Quantcast Rank: #3,097 Registry Data ICANN Registrar: ENOM, INC. http://www.customeronlinesavin... Created: 2007-05-30 Expires: 2009-05-30 Disable SEO Text Browser (Beta) Registrar Status: clientTransferProhibited Name Server: DNS1.NAME-SERVICES.COM (has Other TLDs Hide Key 4,376,571 domains) .com .net .org .biz .info .us Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Symbol Key Name Server: DNS5.NAME-SERVICES.COM OAvailable

Customeronlinesavings.com SQUSDING COVING 145066-SC

Document 1-8

# Whois Server: whois.enom.com Server Data IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200 Blacklist Status: Clear

Domain Status: Registered And Active Website

### DomainTools Exclusive

Registrant "Whois Privacy Protection Service, Search: Inc." owns about 1,743,424 other

Email Search: customersupport@enom.com is associated

with about 1,220,306 domains nbqmnsvwsj@whoisprivacyprotect.com is

associated with about 1 domains

NS History: 2 changes on 3 unique name servers over 1

year.

IP History: 9 changes on 7 unique name servers over 1

Whois History: 6 records have been archived since 2007-

12-29.

Reverse IP: 18 other sites hosted on this server.

customeronlinesavings.com

Free Tool: Download DomainTools for Windows

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

On-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Back Order

Set a <u>backorder</u> so you can own customeronlinesavings.com when it becomes available.

### **Who Owns This Domain**

Find Out Who Owns the Domain You Want. Purchase or Make an Offer! Register.com

#### Free Website Domain Names

Build Your Site from Scratch, Redesign, or Enhance. No Setup Fee. Web.com

#### CGT Systems, Inc.

Securing Your World SF Bay Area Electrical Contractor

www.cgtsystemsinc.com

#### Whois Record

US

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: customeronlinesavings.com

Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent ( nbqmnsvvsj@whoisprivacyprotect.com )

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O customeronlinesavings.com Bellevue, WA 98007

Administrative Contact:

Whois Privacy Protection Service, Inc.

### Customize This Page

Select the items you want to be shown on this page.

**▼** Front Page

**✓** Indexed Data

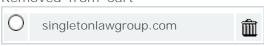
▼ Server Data **✓** Exclusive

✓ Registry Data ✓ Whois Record

Data

#### Shopping Cart

#### Removed from Cart



### Domains for Sale

delete all

Domain Price

```
Whois Agent ( nbqmnsvwsj@whoisprivacyprotect.com )
   +1.4252740657
   Fax: +1.4256960234
   PMB 368, 14150 NE 20th St - F1
   C/O customeronlinesavings.com
   Bellevue, WA 98007
   US
Technical Contact:
   Whois Privacy Protection Service, Inc.
   Whois Agent ( nbqmnsvwsj@whoisprivacyprotect.com )
   +1.4252740657
   Fax: +1.4256960234
   PMB 368, 14150 NE 20th St - F1
   C/O customeronlinesavings.com
```

Status: Locked

#### Name Servers:

US

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Bellevue, WA 98007

Creation date: 30 May 2007 20:28:31 Expiration date: 30 May 2009 20:28:31



Do you own highquality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| EveryCustomer.com            | \$100.00   |
|------------------------------|------------|
| <u>CustomerGiveaways.com</u> | \$300.00   |
| <u>FirstCustomer.com</u>     | \$1,000.00 |
| ProCustomer.com              | \$1,188.00 |
| NextCustomer.com             | \$1,400.00 |
| Best Customer.com            | \$1,400.00 |
| <u>CustomerCore.com</u>      | \$1,488.00 |
| WorldwidEcustomer.com        | \$1,488.00 |
| PrintCustomer.com            | \$1,488.00 |
| AnyCustomer.com              | \$1,688.00 |
| ImportantCustomer.com        | \$1,688.00 |
|                              |            |

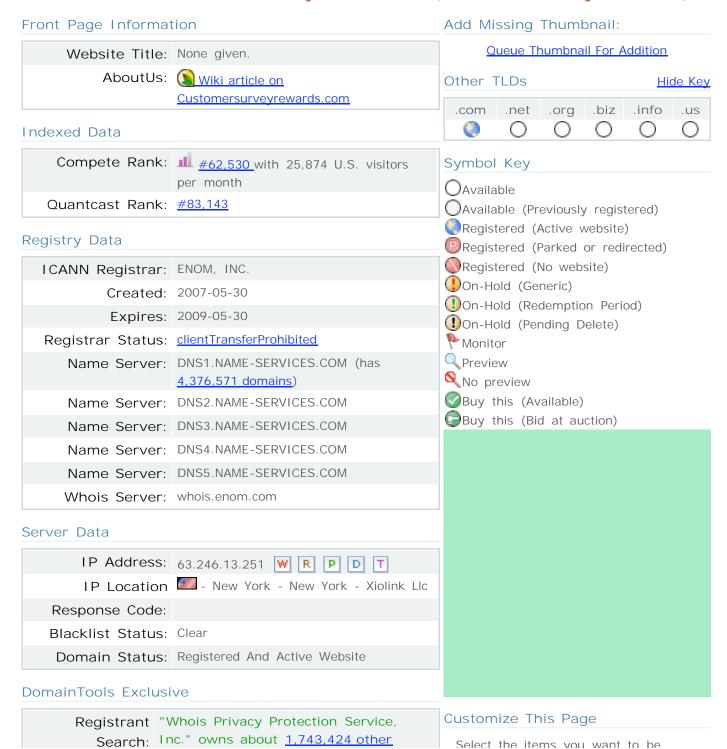
#### Domains At Auction

| Domain                         | Auction    |
|--------------------------------|------------|
|                                | Date       |
| O <u>ConsumerConquest.com</u>  | 03-18-2008 |
| O CheapConsumerDeals.com       | 03-18-2008 |
| O BioConsumer.net              | 03-18-2008 |
| O <u>Customer-Crusader.com</u> | 03-18-2008 |
| O ConsumerValueIndex.com       | 03-18-2008 |
| O ConsumerXpress.com           | 03-19-2008 |

| Domain                        | Created    |
|-------------------------------|------------|
| <u>Cus T</u>                  | 1996-09-25 |
| <u>Cus Sys</u>                | 1997-03-28 |
| Cuss Y N                      | 1998-05-08 |
| Cuss Y Snj                    | 1999-02-05 |
| <u>Cus T - Communications</u> | 2000-09-25 |
| Cus T - Centric               | 2000-12-11 |
| <u>Cus T - Care</u>           | 2001-01-12 |
| <u>Cuss Y</u>                 | 2001-03-13 |
| <u>Cus T - Comm</u>           | 2004-09-27 |
| Cuss Y - En - Morvan          | 2005-07-17 |
| <u>Cus T - Art</u>            | 2006-04-25 |
| Cus T - Comp                  | 2006-09-06 |
| Cuss Your Bob                 | 2006-09-19 |
| Cuss Z                        | 2006-09-19 |
| <u>Cus T - Amazon</u>         | 2006-12-02 |



## Whois Record for Customersurveyrewards.com (Customer Survey Rewards)



|                 | <u>domains</u>   |
|-----------------|--|
| Email Search:   | customersupport@enom.com is associated                             |
|                 | with about 1,220,306 domains  ngnrrwgvt@whoisprivacyprotect.com is |
|                 | associated with about 1 domains                                    |
| NS History:     | <u>2 changes</u> on 3 unique name servers over 1 year.             |
| IP History:     | 4 changes on 4 unique name servers over 1 years.                   |
| Whois History:  | <u>3 records</u> have been archived since 2007-<br>12-30.          |
| Reverse IP:     | 18 other sites hosted on this server.                              |
| Monitor Domain: | Set Free Alerts on   |
|                 | <u>customersurveyrewards.com</u>                                   |
| Free Tool:      | Download DomainTools for Windows                                   |
|                 |  |

#### Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: customersurveyrewards.com

#### Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (ngnrrwgvt@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O customersurveyrewards.com Bellevue, WA 98007 US

#### Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (ngnrrwgvt@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O customersurveyrewards.com Bellevue, WA 98007 US

#### Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent (ngnrrwgvt@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O customersurveyrewards.com Bellevue, WA 98007 IIS

| _            |              | J           |         | ~~    |
|--------------|--------------|-------------|---------|-------|
| S            | hown on this | page.       |         |       |
| ⋖            | Front Page   | <b>▼</b> In | dexed   | Data  |
| $\checkmark$ | Server Data  | <b>▼</b> R∈ | egistry | Data  |
| $\checkmark$ | Exclusive    | ✓W          | hois R  | ecord |
| Dat          | a            |             |         |       |
|              |              |             |         |       |

### Shopping Cart

| Removed | from | Cart |  |
|---------|------|------|--|
|         |      |      |  |

| $\circ$ | singletonlawgroup.com | â |
|---------|-----------------------|---|
|         |                       |   |

| Domains for Sale              | delete all |
|-------------------------------|------------|
| Domain                        | Price      |
| <u>FutureRewards.com</u>      | \$10.00    |
| <u>LittleRewards.com</u>      | \$199.00   |
| Rewards Email.com             | \$250.00   |
| ForumRewards.com              | \$250.00   |
| <u>ViralRewards.com</u>       | \$251.00   |
| <u>CollectRewards.com</u>     | \$425.00   |
| Nationwide Rewards . com      | \$500.00   |
| Eternal Rewards.com           | \$700.00   |
| <u>FreshFlowerRewards.com</u> | \$1,288.00 |
| Rewards.de                    | \$1,506.00 |
| HotRewards.com                | \$1,575.00 |

#### Domains At Auction

| Domain                           | Auction<br>Date |
|----------------------------------|-----------------|
| O <u>TechnologyRewards.com</u>   | 03-18-2008      |
| O <u>HighRollerRewards.com</u>   | 03-18-2008      |
| O <u>PulsarRewards.com</u>       | 03-18-2008      |
| O <u>CiCrCuitCityRewards.com</u> | 03-18-2008      |
| O <u>RewardsQEnlus.com</u>       | 03-18-2008      |
| O <u>CiCCuitCityRewards.com</u>  | 03-18-2008      |
| O <u>Burn4Rewards.com</u>        | 03-18-2008      |
| O <u>DivaRewards.com</u>         | 03-18-2008      |
| O <u>RewardsSite.net</u>         | 03-18-2008      |
| O <u>SkyNetRewards.com</u>       | 03-18-2008      |
| O <u>MallRewardsCard.com</u>     | 03-19-2008      |
| OBps Rewards.com                 | 03-19-2008      |

| Domain Cr |
|-----------|
|-----------|

#### Status: Locked

#### Name Servers:

dns1.name-services.com

dns2.name-services.com

dns3.name-services.com

dns4.name-services.com

dns5.name-services.com

Creation date: 30 May 2007 20:28:31 Expiration date: 30 May 2009 20:28:31



Do you own high-(X) quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| <u>Cus T</u>                | 1996-09-25 |
|-----------------------------|------------|
| <u>Cus Sys</u>              | 1997-03-28 |
| Cuss Y N                    | 1998-05-08 |
| Cuss Y Snj                  | 1999-02-05 |
| Cus T - Communications      | 2000-09-25 |
| <u>Cus T - Centric</u>      | 2000-12-11 |
| Cus T - Care                | 2001-01-12 |
| <u>Cuss Y</u>               | 2001-03-13 |
| Cus T - Comm                | 2004-09-27 |
| <u>Cuss Y - En - Morvan</u> | 2005-07-17 |
| Cus T - Art                 | 2006-04-25 |
| Cus T - Comp                | 2006-09-06 |
| Cuss Your Bob               | 2006-09-19 |
| Cuss Z                      | 2006-09-19 |
| <u>Cus T - Amazon</u>       | 2006-12-02 |



## Whois Record for Namebrandsurveys.com (Name Brand Surveys)

### Front Page Information

Website Title: FREE\* DELL XPS M5130 Title Relevancy 0% AboutUs: ( Wiki article on Namebrandsurveys.com SEO Score: 44% Terms: 5 (Unique: 5, Linked: 5) Images: 1 (Alt tags missing: 1) Links: 3 (Internal: 0, Outbound: 0)

#### Indexed Data

Alexa Trend/Rank: #339,659 1 292,521 ranks over the last three months. Compete Rank: #15,485 with 117,767 U.S. visitors per month Quantcast Rank: #25,575

#### Registry Data

ICANN Registrar: ENOM, INC. Created: 2008-01-04 Expires: 2009-01-04 Registrar Status: <a href="mailto:clientTransferProhibited">clientTransferProhibited</a> Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200

### Add Missing Thumbnail:

Queue Thumbnail For Addition

SEO Text Browser

SEO Text Browser

Terms & Conditions I Privacy Policy **IUnsubscribe** 

http://www.namebrandsurveys.com

### Disable SEO Text Browser (Beta)

Other TLDs Hide Key .biz .info .us .com .net .org

### Symbol Key

OAvailable

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

Blacklist Status: Clear

Domain Status: Registered And Active Website

#### DomainTools Exclusive

Registrant "Whois Privacy Protection Service,

Search: Inc." owns about 1,743,424 other

domains

Email Search: customersupport@enom.com is associated

with about 1,220,306 domains

NS History: 1 change on 2 unique name servers over 0

IP History: 3 changes on 4 unique name servers over 0

years.

Whois History: 2 records have been archived since 2008-

01-06.

Reverse IP: 18 other sites hosted on this server.

Free Tool: Download DomainTools for Windows

#### Whois Record

Registration Service Provided By: Enom, Inc

Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: namebrandsurveys.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (btssdwmjd@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O namebrandsurveys.com

Bellevue, WA 98007

IIS

Technical Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (btssdwmjd@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O namebrandsurveys.com

Bellevue, WA 98007

Registrant Contact:

Whois Privacy Protection Service, Inc.

Whois Agent ( btssdwmjd@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

UOn-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Back Order

Set a backorder so you can own namebrandsurveys.com when it becomes available.

#### **Who Owns This Domain**

Find Out Who Owns the Domain You Want. Purchase or Make an Offer!

Register.com

#### **Network Solutions**

Domains and Hosting - No setup fees 4 Star customer service rating! www.networksolutions.com

### Free Website Domain Names

Build Your Site from Scratch, Redesign, or Enhance. No Setup Fee. Web.com

#### Customize This Page

Select the items you want to be shown on this page.

**▼** Front Page ✓ Server Data

✓ Indexed Data  $\checkmark$ Registry Data

▼ Exclusive

✓ Whois Record

Data

#### **Shopping Cart**

#### Removed from Cart



### Domains for Sale

| Domain                      | Price      |
|-----------------------------|------------|
| <u>TravelSurveys.com</u>    | \$250.00   |
| <u>ChristianSurveys.com</u> | \$250.00   |
| SellersSurveys.com          | \$488.00   |
| <u>SurveysPark.com</u>      | \$500.00   |
| <u>ClientSurveys.com</u>    | \$895.00   |
| <u>HotelsUrveys.com</u>     | \$1,000.00 |

俪

delete all

PMB 368, 14150 NE 20th St - F1 C/O namebrandsurveys.com Bellevue, WA 98007 US

Status: Locked

#### Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 04 Jan 2008 21:55:28 Expiration date: 04 Jan 2009 21:55:28



Do you own high-X quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain | - Sign up for the Roundtable.

| EzSurveys.com              | \$1,000.00 |
|----------------------------|------------|
| <u>SurveysResearch.com</u> | \$1,600.00 |
| RamSurveys.com             | \$1,688.00 |
| FacilitySurveys.com        | \$1,688.00 |
| SecretSurveys.com          | \$1,688.00 |

#### Domains At Auction

| Domain                     | Auction<br>Date |
|----------------------------|-----------------|
| O ClinicalReports.net      | 03-18-2008      |
| OnlineSurveyScheap.com     | 03-18-2008      |
| O IntellCoReports.com      | 03-19-2008      |
| O BroabandReports.com      | 03-19-2008      |
| O <u>NesUrveys.com</u>     | 03-20-2008      |
| O RIMsUrveys.com           | 03-20-2008      |
| O ShareholderReports.net   | 03-20-2008      |
| O GreatestReports.com      | 03-21-2008      |
| O <u>UnitedReports.com</u> | 03-21-2008      |
| O <u>ExecSurveys.com</u>   | 03-21-2008      |
| O <u>HarleyReports.com</u> | 03-21-2008      |

| Domain                 | Created    |
|------------------------|------------|
| <u>Name</u>            | 1995-01-03 |
| Na Md Uong             | 2002-12-30 |
| Name Meanings          | 2005-02-15 |
| Na Md U Yen            | 2005-05-27 |
| Name Server            | 2005-06-17 |
| Name Servers           | 2005-06-17 |
| Name Meanings          | 2005-09-29 |
| Na Md U Yen Ha         | 2005-11-24 |
| Name Plates            | 2006-01-14 |
| Na Md Zero             | 2006-05-09 |
| Name P                 | 2006-05-18 |
| Na Md U Oc Phuong Na M | 2006-06-08 |
| Na Md Uong Group       | 2006-08-14 |
| Name Changes           | 2007-01-09 |
| Na Md Ur               | 2007-02-07 |



### Whois Record for Prizerewardcenter.com ( Prize Reward Center )

### Front Page Information

Website Title: FREE\* \$500 GIFT CARD Title Relevancy 100% AboutUs: Wiki article on Prizerewardcenter.com SEO Score: 55% Terms: 8 (Unique: 8, Linked: 8)

Images: 1 (Alt tags missing: 1)

Links: 4 (Internal: 1, Outbound: 0)

#### Indexed Data

Visitors by Country: Canada 0.4% United States 97.7% India 0.3% Australia 0.2% Netherlands 0.1% Poland 0.1% Visitors by City: 1) New York, NY, US 8.8% 2) Los Angeles, CA, US 7.1% 3) San Francisco, CA, US 4.7% Alexa Trend/Rank: #47,705 \$\rightarrow\$ 44,205 ranks over the last three months. Compete Rank: #6,316 with 291,197 U.S. visitors per month

#### Add Missing Thumbnail:

Queue Thumbnail For Addition

SEO Text Browser

SEO Text Browser

• FREE\* \$500 GIFT CARD

Terms & Conditions I Privacy Policy I<u>Unsubscribe</u>

http://www.prizerewardcenter.com

Disable SEO Text Browser ( Beta )

#### Registry Data

Quantcast Rank: #2,023

ICANN Registrar: ENOM, INC. Created: 2008-01-10 Expires: 2009-01-10 Registrar Status: <a href="mailto:clientTransferProhibited">clientTransferProhibited</a> Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Other TLDs Hide Key

### .com .net .org .biz .info .us

### Symbol Key

OAvailable

Available (Previously registered)

Registered (Active website)

Registered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

On-Hold (Pending Delete)

Monitor

Preview

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200 Blacklist Status: Clear Domain Status: Registered And Active Website

### Back Order

No preview

Buy this (Available)

Buy this (Bid at auction)

Set a backorder so you can own prizerewardcenter.com when it becomes available.



#### DomainTools Exclusive

Registrant Search: "Whois Privacy Protection Service, Inc." owns about 1,743,424 other domains Email Search: customersupport@enom.com is associated with about 1,220,306 domains vhxdxcmgk@whoisprivacyprotect.com is associated with about 1 domains NS History: 1 change on 2 unique name servers over 0 IP History: 4 changes on 3 unique name servers over 0 years. Whois History: 29 records have been archived since 2008-01-Reverse IP: 18 other sites hosted on this server.

Monitor Domain: Set Free Alerts on prizerewardcenter.com

Free Tool: Download DomainTools for Windows

### Customize This Page

Select the items you want to be shown on this page.

▼ Front Page ▼ Server Data ✓ Indexed Data ▼ Registry Data ✓ Whois Record

**▼** Exclusive Data

### Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: prizerewardcenter.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (vhxdxcmqk@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O prizerewardcenter.com Bellevue, WA 98007 US

Technical Contact:

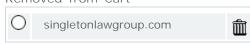
Whois Privacy Protection Service, Inc. Whois Agent (vhxdxcmqkl@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O prizerewardcenter.com Bellevue, WA 98007 US

Registrant Contact:

### Shopping Cart

#### Removed from Cart



| Domains for Sale        | delete all |
|-------------------------|------------|
| Domain                  | Price      |
| RewardCanada.com        | \$39.00    |
| RewardPlus.com          | \$350.00   |
| RewardDot.com           | \$495.00   |
| RewardFund.com          | \$895.00   |
| RareReward.com          | \$1,000.00 |
| RewardPlan.com          | \$1,388.00 |
| <u>GameReward.com</u>   | \$1,400.00 |
| <u>HigherReward.com</u> | \$1,488.00 |
| RewardGlobal.com        | \$1,488.00 |
| WinningReward.com       | \$1,588.00 |
| <u>GuestReward.com</u>  | \$1,788.00 |

Whois Privacy Protection Service, Inc. Whois Agent (vhxdxcmqk@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O prizerewardcenter.com Bellevue, WA 98007

Status: Locked

#### Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 11 Jan 2008 01:18:32 Expiration date: 11 Jan 2009 01:18:32



Do you own high-quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteedacceptance slot of one domain in the

Submit a Domain - Sign up for the Roundtable.

Live Auction.

| Domain           | Created    |
|------------------|------------|
| <u>Pr Iza</u>    | 2000-02-03 |
| <u>P Riz</u>     | 2002-03-20 |
| <u>Pr I Yum</u>  | 2004-07-29 |
| <u>Pr Iza Ar</u> | 2004-12-22 |
| <u>Pr Iza C</u>  | 2005-01-30 |
| <u>Pr Iza A</u>  | 2005-08-11 |
| Pr I Y Usha      | 2005-10-06 |
| P Riz 2          | 2005-12-08 |
| Pr I Y Usha Soft | 2006-01-13 |
| <u>Pr Izable</u> | 2006-02-08 |
| P Riz 24         | 2006-02-28 |
| Pr I Y Soft      | 2006-09-01 |
| <u>Pr I Y Us</u> | 2006-11-27 |
| Pr I Y Rai       | 2006-12-11 |
| Pr I Y Yo        | 2007-02-12 |





### Whois Record for Prizerewardportal.com (Prize Reward Portal)

### Front Page Information

Website Title: FREE\* \$500 GIFT CARD Title Relevancy 100% AboutUs: ( Wiki article on Prizerewardportal.com SEO Score: 55% Terms: 8 (Unique: 8, Linked: 8) Images: 1 (Alt tags missing: 1) Links: 4 (Internal: 1, Outbound: 0)

#### Indexed Data

Alexa Trend/Rank: #111,402 143,787 ranks over the last three months. Compete Rank: #103,786 with 14,710 U.S. visitors per month Quantcast Rank: #9,918

### Registry Data

ICANN Registrar: ENOM, INC. Created: 2008-01-10 Expires: 2009-01-10 Registrar Status: <a href="mailto:clientTransferProhibited">clientTransferProhibited</a> Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200

### Add Missing Thumbnail:

Queue Thumbnail For Addition

SEO Text Browser

SEO Text Browser • FREE\* \$500 GIFT CARD

Terms & Conditions I Privacy Policy **IUnsubscribe** 

http://www.prizerewardportal.com

### Disable SEO Text Browser (Beta)

Other TLDs Hide Key .biz .info .us .com .net .org

### Symbol Key

OAvailable

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

Blacklist Status: Clear

Domain Status: Registered And Active Website

#### DomainTools Exclusive

Registrant "Whois Privacy Protection Service,

Search: Inc." owns about 1,743,424 other

domains

Email Search: customersupport@enom.com is associated

with about 1,220,306 domains

NS History: 1 change on 2 unique name servers over 0

IP History: 4 changes on 3 unique name servers over 0

Whois History: 9 records have been archived since 2008-

Reverse IP: 18 other sites hosted on this server.

Monitor Domain: Set Free Alerts on prizerewardportal.com

Free Tool: Download DomainTools for Windows

#### Whois Record

Registration Service Provided By: Enom, Inc

Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: prizerewardportal.com

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent ( gltvjvtpcn@whoisprivacyprotect.com )

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O prizerewardportal.com

Bellevue, WA 98007

US

Technical Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (gltvjvtpcn@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O prizerewardportal.com

Bellevue, WA 98007

Registrant Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (gltvjvtpcn@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

UOn-Hold (Pending Delete) Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Back Order

Set a backorder so you can own prizerewardportal.com when it becomes available.



### Customize This Page

Select the items you want to be shown on this page.

▼ Front Page ✓ Server Data

✓ Indexed Data Registry Data

**▼** Exclusive

✓ Whois Record

Data

#### **Shopping Cart**

#### Removed from Cart







### Domains for Sale

#### delete all

| Domain            | Price      |
|-------------------|------------|
| Reward Canada.com | \$39.00    |
| RewardPlus.com    | \$350.00   |
| Reward Dot.com    | \$495.00   |
| RewardFund.com    | \$895.00   |
| RareReward.com    | \$1,000.00 |
| RewardPlan.com    | \$1,388.00 |

PMB 368, 14150 NE 20th St - F1 C/O prizerewardportal.com Bellevue, WA 98007 US

Status: Locked

#### Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 11 Jan 2008 01:18:33 Expiration date: 11 Jan 2009 01:18:33



Do you own high-X quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| <u>GameReward.com</u>   | \$1,400.00 |
|-------------------------|------------|
| <u>HigherReward.com</u> | \$1,488.00 |
| Reward Global.com       | \$1,488.00 |
| WinningReward.com       | \$1,588.00 |
| <u>GuestReward.com</u>  | \$1,788.00 |

| Domain             | Created    |
|--------------------|------------|
| <u>Pr Iza</u>      | 2000-02-03 |
| P Riz              | 2002-03-20 |
| <u>Pr I Yum</u>    | 2004-07-29 |
| <u>Pr Iza Ar</u>   | 2004-12-22 |
| <u>Pr Iza C</u>    | 2005-01-30 |
| <u>Pr Iza A</u>    | 2005-08-11 |
| <u>Pr I Y Usha</u> | 2005-10-06 |
| P Riz 2            | 2005-12-08 |
| Pr I Y Usha Soft   | 2006-01-13 |
| <u>Pr Izable</u>   | 2006-02-08 |
| P Riz 24           | 2006-02-28 |
| Pr I Y Soft        | 2006-09-01 |
| Pr I Y Us          | 2006-11-27 |
| Pr I Y Rai         | 2006-12-11 |
| Pr I Y Yo          | 2007-02-12 |



## Whois Record for Puregiftcenter.com (Pure Gift Center)

### Front Page Information

Website Title: \$500 FREE \* Target Gift Card Title Relevancy 75% AboutUs: (a) Wiki article on Puregiftcenter.com SEO Score: 54% Terms: 8 (Unique: 8, Linked: 8) Images: 1 (Alt tags missing: 1) Links: 4 (Internal: 1, Outbound: 0)

#### Indexed Data

Alexa Trend/Rank: #3,666,332 \$\frac{1}{2}\$ 3,297,504 ranks over the last three months. Compete Rank: #22,326 with 82,506 U.S. visitors per month

#### Registry Data

ICANN Registrar: ENOM, INC. Created: 2007-05-30 Expires: 2009-05-30 Registrar Status: clientTransferProhibited Name Server: DNS1.NAME-SERVICES.COM (has 4,376,571 domains) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM Name Server: DNS4.NAME-SERVICES.COM Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com

#### Server Data

IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Response Code: 200 Blacklist Status: Clear

#### Thumbnail:

2007-09-

Go Daddy: www.puregiftcenter.com

Queue this Domain for Update

### SEO Text Browser

### SEO Text Browser

• FREE\* \$500 GIFT CARD

Terms & Conditions I Privacy Policy **IUnsubscribe** 

Domain Status: Registered And Active Website

http://www.puregiftcenter.com

#### DomainTools Exclusive

Registrant Search: "Whois Privacy Protection Service, Inc." owns about 1,743,424 other domains

Email Search: customersupport@enom.com is associated with about 1,220,306 domains

NS History: 2 changes on 3 unique name servers over 1 year.

IP History: 8 changes on 7 unique name servers over 1 years.

Whois History: 8 records have been archived since 2007-09-25.

Reverse IP: 18 other sites hosted on this server.

Monitor Domain: Set Free Alerts on puregiftcenter.com

Free Tool: Download DomainTools for Windows

#### Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com Visit: www.enom.com Domain name: pureqiftcenter.com Registrant Contact: Whois Privacy Protection Service, Inc. Whois Agent ( wbxlsgsmqq@whoisprivacyprotect.com ) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O puregiftcenter.com Bellevue, WA 98007 US Administrative Contact: Whois Privacy Protection Service, Inc. Whois Agent ( wbxlsgsmqq@whoisprivacyprotect.com ) +1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O puregiftcenter.com

Technical Contact:

US

Bellevue, WA 98007

Whois Privacy Protection Service, Inc. Whois Agent ( wbxlsgsmqq@whoisprivacyprotect.com )

+1.4252740657
Fax: +1.4256960234
PMB 368, 14150 NE 20th St - F1
C/O puregiftcenter.com

#### Disable SEO Text Browser (Beta)

3/17/08 3:36 PM

 Other TLDs
 Hide Key

 .com
 .net
 .org
 .biz
 .info
 .us

 O
 O
 O
 O

### Symbol Key

OAvailable

Available (Previously registered)

Registered (Active website)

PRegistered (Parked or redirected)

Registered (No website)

UOn-Hold (Generic)

①On-Hold (Redemption Period)

On-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

#### Customize This Page

Select the items you want to be shown on this page.

✓ Front Page✓ Server Data

✓ Indexed Data✓ Registry Data

**Z** Exclusive

Whois Record

Data

### Shopping Cart

Bellevue, WA 98007

Status: Locked

#### Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com
dns4.name-services.com
dns5.name-services.com

Creation date: 30 May 2007 20:28:31 Expiration date: 30 May 2009 20:28:31



Do you own highquality generic
domains? List them in the
April 21st DomainTools Live
Auction at the Domain
Roundtable Conference in SanFrancisco. Want to ensure
your domain is listed? Register
now for the conference every attendee has a
guaranteed-acceptance slot of
one domain in the Live
Auction.

Submit a Domain - Sign up for the Roundtable.

#### Removed from Cart



| Domains fo | r Sale | <u>delete all</u> |
|------------|--------|-------------------|
|------------|--------|-------------------|

| Domain               | Price      |
|----------------------|------------|
| <u>PureCity.com</u>  | \$500.00   |
| <u>PureCane.com</u>  | \$500.00   |
| <u>PureNames.com</u> | \$500.00   |
| <u>PureCow.com</u>   | \$500.00   |
| <u>PureClub.com</u>  | \$500.00   |
| PureConcept.com      | \$500.00   |
| <u>PureWire.com</u>  | \$750.00   |
| PureMark.com         | \$1,200.00 |
| <u>SeaPure.com</u>   | \$1,300.00 |
| <u>PureHype.com</u>  | \$1,500.00 |
| PurePaper.com        | \$1,788.00 |

#### Domains At Auction

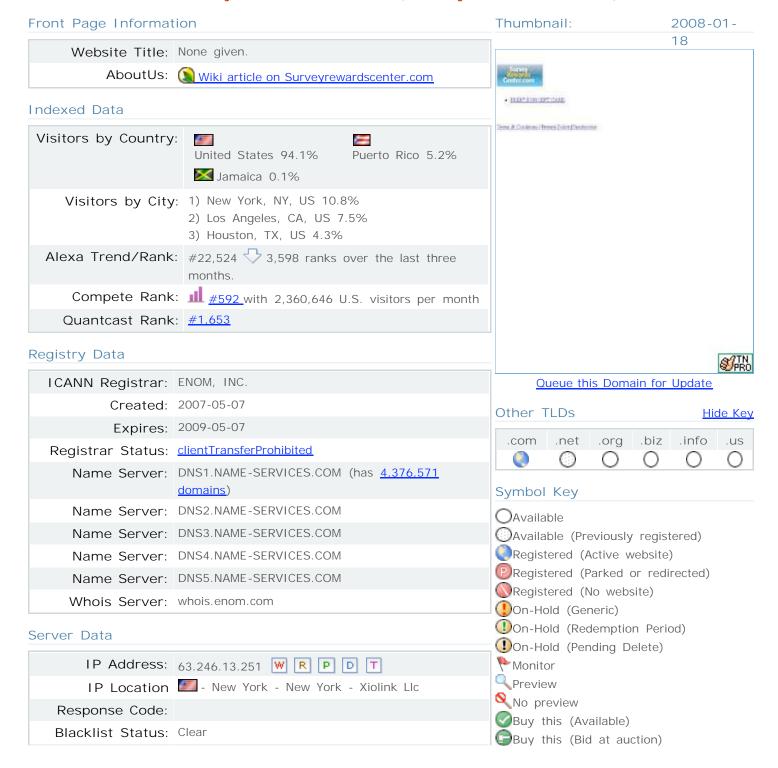
| Domain                        | Auction Date |
|-------------------------------|--------------|
| O <u>PureMarks.com</u>        | 03-18-2008   |
| O <u>ClearSecret.com</u>      | 03-18-2008   |
| O <u>ClearBackground.com</u>  | 03-18-2008   |
| O The Pure Elements.com       | 03-18-2008   |
| O <u>FairAndClear.com</u>     | 03-18-2008   |
| O <u>FairAndClear.net</u>     | 03-18-2008   |
| O <u>PureClassBand.com</u>    | 03-18-2008   |
| O CleanCreditInfo.com         | 03-18-2008   |
| O <u>HospitalityClean.com</u> | 03-18-2008   |
| O <u>PureNetProfit.com</u>    | 03-18-2008   |
| O <u>EssentiallyClean.com</u> | 03-18-2008   |
| O ClearIndoorAir.com          | 03-18-2008   |
| O <u>PureAirLiving.com</u>    | 03-18-2008   |

| Domain               | Created    |
|----------------------|------------|
| <u>Pure</u>          | 1991-06-10 |
| Purdy Ville          | 2002-08-05 |
| Pure Collagen        | 2003-01-28 |
| <u>Pure Water</u>    | 2003-03-10 |
| Purdy Zone           | 2003-09-02 |
| Pure - 1067044501540 | 2003-10-24 |
| Purdy Video          | 2003-12-03 |

| Pure - 1092336670913 | 2004-08-12 |
|----------------------|------------|
| Purdy Trucks         | 2004-09-21 |
| Pure - 1097150774656 | 2004-10-07 |
| Pure - 1106841878299 | 2005-01-27 |
| <u>Pur Dz</u>        | 2005-09-27 |
| <u>Pure - 1</u>      | 2006-01-29 |
| Pur Dz One           | 2006-04-22 |
| Purdy Zeman          | 2006-07-10 |



# Whois Record for Surveyrewardscenter.com (Survey Rewards Center)



Domain Status: Registered And Active Website

# DomainTools Exclusive

Registrant Search: "Whois Privacy Protection Service, Inc." owns

about 1,743,424 other domains

Email Search: customersupport@enom.com is associated with

about 1,220,306 domains

wmjhddfr@whoisprivacyprotect.com is associated

with about 1 domains

Registrar History: 2 registrars with 1 drop.

NS History: <a href="mailto:18 changes">18 changes</a> on 11 unique name servers over 5

years.

IP History: 19 changes on 11 unique name servers over 3

years.

Whois History: 32 records have been archived since 2005-10-28.

Reverse IP: 18 other sites hosted on this server.

Free Tool: Nownload DomainTools for Windows

## Whois Record

Registration Service Provided By: Enom, Inc

Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: surveyrewardscenter.com

Registrant Contact:

Whois Privacy Protection Service, Inc.

Whois Agent ( wmjhddfr@whoisprivacyprotect.com )

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O surveyrewardscenter.com

Bellevue, WA 98007

US

Administrative Contact:

Whois Privacy Protection Service, Inc.

Whois Agent (wmjhddfr@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O surveyrewardscenter.com

Bellevue, WA 98007

US

Technical Contact:

Whois Privacy Protection Service, Inc.

Whois Agent ( wmjhddfr@whoisprivacyprotect.com )

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

# Back Order

Set a <u>backorder</u> so you can own surveyrewardscenter.com when it becomes available.

# Customize This Page

Select the items you want to be shown on this page.

▼ Front Page

✓ Indexed Data

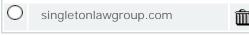
✓ Server Data
✓ Exclusive

✓ Registry Data✓ Whois Record

Data

# Shopping Cart

# Removed from Cart



# Domains for Sale delete all

| Domain                     | Price      |
|----------------------------|------------|
| <u>FutureRewards.com</u>   | \$10.00    |
| <u>LittleRewards.com</u>   | \$199.00   |
| Rewards Email.com          | \$250.00   |
| ForumRewards.com           | \$250.00   |
| <u>ViralRewards.com</u>    | \$251.00   |
| <u>Collect Rewards.com</u> | \$425.00   |
| NationwideRewards.com      | \$500.00   |
| Eternal Rewards.com        | \$700.00   |
| FreshFlowerRewards.com     | \$1,288.00 |
| Rewards.de                 | \$1,506.00 |
| HotRewards.com             | \$1,575.00 |

### Domains At Auction

C/O surveyrewardscenter.com Bellevue, WA 98007 US

Status: Locked

### Name Servers:

dns1.name-services.com

dns2.name-services.com

dns3.name-services.com

dns4.name-services.com

dns5.name-services.com

Creation date: 07 May 2007 20:03:32 Expiration date: 07 May 2009 20:03:32



Do you own high-quality generic x domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

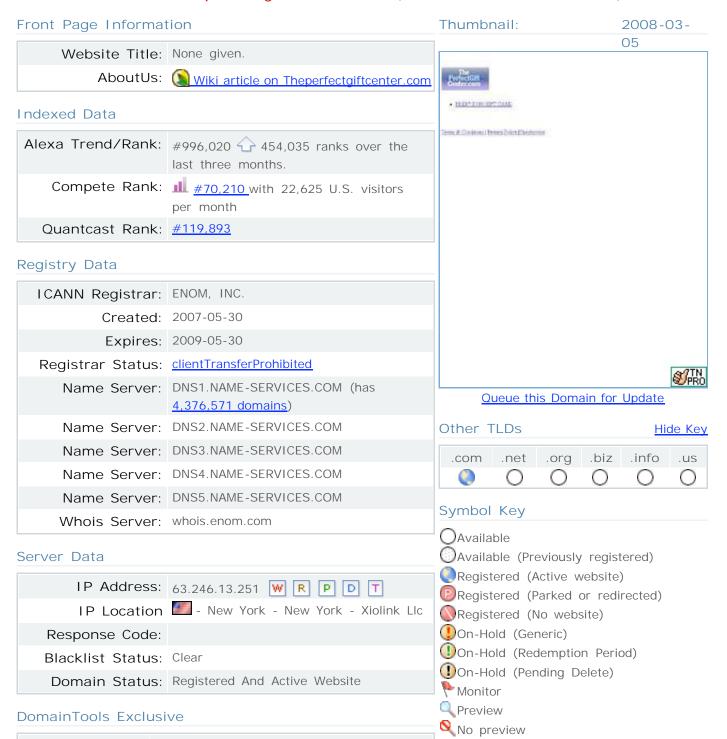
Submit a Domain - Sign up for the Roundtable.

| Domain                           | Auction<br>Date |
|----------------------------------|-----------------|
| O <u>TechnologyRewards.com</u>   | 03-18-2008      |
| O <u>HighRollerRewards.com</u>   | 03-18-2008      |
| O <u>PulsarRewards.com</u>       | 03-18-2008      |
| O <u>CiCrCuitCityRewards.com</u> | 03-18-2008      |
| O Rewards QEnlus.com             | 03-18-2008      |
| O <u>CiCCuitCityRewards.com</u>  | 03-18-2008      |
| O <u>Burn4Rewards.com</u>        | 03-18-2008      |
| O <u>DivaRewards.com</u>         | 03-18-2008      |
| Rewards Site.net                 | 03-18-2008      |
| O <u>SkyNetRewards.com</u>       | 03-18-2008      |
| MallRewardsCard.com              | 03-19-2008      |
| O Bps Rewards.com                | 03-19-2008      |

| Domain                | Created    |
|-----------------------|------------|
| <u>Su Rv - Kap</u>    | 1997-05-14 |
| <u>Su Rv</u>          | 1999-09-07 |
| Su Rv - Tech          | 2001-10-30 |
| Su Ru Yagi            | 2002-07-11 |
| Su Rv - Con           | 2002-08-14 |
| Su Ru X               | 2003-11-02 |
| <u>Sur Uzo</u>        | 2004-02-09 |
| Sur U Yo              | 2004-06-07 |
| <u>Su Rv - It</u>     | 2005-11-14 |
| <u>Su Rv - Master</u> | 2006-06-17 |
| <u>Su Rv - Su Rv</u>  | 2006-06-23 |
| <u>Su Rv - N Cu A</u> | 2006-07-02 |
| <u>Su Ru Y Jzgl</u>   | 2006-10-03 |
| Su Ru Ware            | 2006-10-05 |
| <u>Su Ru Yo Tv</u>    | 2006-12-05 |



# Whois Record for Theperfectgiftcenter.com (The Perfect Gift Center)



Registrant "Whois Privacy Protection Service, Search: Inc." owns about 1,743,424 other domains Email Search: customersupport@enom.com is associated with about 1,220,306 domains gyjdmbxs@whoisprivacyprotect.com is associated with about 1 domains NS History: 2 changes on 3 unique name servers over 1 year. IP History: 4 changes on 4 unique name servers over 1 years. Whois History: 3 records have been archived since 2007-12-30. Reverse IP: 18 other sites hosted on this server. Monitor Domain: Set Free Alerts on theperfectaiftcenter.com Free Tool: Download DomainTools for Windows

Buy this (Available) Buy this (Bid at auction)

# Customize This Page

Select the items you want to be shown on this page.



# Shopping Cart

Removed from Cart

|   | oved from our         |  |
|---|-----------------------|--|
| 0 | singletonlawgroup.com |  |
|   |                       |  |

| Domains for Sale      | <u>delete all</u> |
|-----------------------|-------------------|
| Domain                | Price             |
| PerfectKit.com        | \$100.00          |
| PerfectIdea.com       | \$200.00          |
| PerfectTelevision.com | \$488.00          |
| PerfectPads.com       | \$488.00          |
| PerfectPie.com        | \$488.00          |
| ShredPerfect.com      | \$500.00          |
| PerfectGroup.com      | \$500.00          |
| PerfectMoney.com      | \$525.00          |
| PrimePerfect.com      | \$1,088.00        |
| PerfectSearcher.com   | \$1,388.00        |
| PerfectFood.com       | \$1,600.00        |

## Domains At Auction

# Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: theperfectgiftcenter.com

Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (gyjdmbxs@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O theperfectgiftcenter.com Bellevue, WA 98007

US

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (gyjdmbxs@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1 C/O theperfectgiftcenter.com

Bellevue, WA 98007

US

Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent (gyjdmbxs@whoisprivacyprotect.com)

+1.4252740657

Fax: +1.4256960234

PMB 368, 14150 NE 20th St - F1

C/O theperfectgiftcenter.com Bellevue, WA 98007 US

Status: Locked

# Name Servers:

dns1.name-services.com dns2.name-services.com dns3.name-services.com dns4.name-services.com dns5.name-services.com

Creation date: 30 May 2007 20:28:31 Expiration date: 30 May 2009 20:28:31



Do you own highquality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable

| Domain                           | Auction<br>Date |
|----------------------------------|-----------------|
| O <u>SpeedBest.com</u>           | 03-18-2008      |
| O <u>BestJew.com</u>             | 03-18-2008      |
| O <u>GrabIdeal.com</u>           | 03-18-2008      |
| O <u>IdealBytes.com</u>          | 03-18-2008      |
| O <u>IdealWarehouse.com</u>      | 03-18-2008      |
| O <u>BestServiceOnline.com</u>   | 03-18-2008      |
| O <u>BestJobsOlutions.com</u>    | 03-18-2008      |
| O <u>EzBestPrice.com</u>         | 03-18-2008      |
| O <u>BestChoiceNutrition.com</u> | 03-18-2008      |
| O <u>TheBestSkin.com</u>         | 03-18-2008      |
| O <u>BestBuyersClub.com</u>      | 03-18-2008      |
| O <u>BestInspired.com</u>        | 03-18-2008      |
| O <u>MyBestPrices.com</u>        | 03-18-2008      |

| Domain                 | Created    |
|------------------------|------------|
| The P                  | 2000-12-19 |
| The P - Na Aree        | 2001-05-26 |
| The Ozzy Show          | 2001-08-02 |
| The P - Nut Gallery    | 2003-06-21 |
| The Oz Zone            | 2004-03-01 |
| The P - O - Ps Hop     | 2004-03-01 |
| Theo Zz Menz           | 2004-08-14 |
| The P - Factor         | 2004-12-30 |
| The Ozzy Way           | 2005-11-24 |
| The P - Ash Mina Store | 2005-12-05 |
| The Ozzy Tribute       | 2006-01-08 |
| The P - Pr             | 2006-10-25 |
| The P - O - D Shop     | 2006-11-10 |
| The Ozzy               | 2007-01-03 |
| Theo Zz Os             | 2007-01-06 |



# Whois Record for Totalrewardzone.com (Total Reward Zone)

### Front Page Information Add Missing Thumbnail: Queue Thumbnail For Addition Website Title: None given. Other TLDs Hide Key .com .net .biz .info .org .us Indexed Data Alexa Trend/Rank: #2,710,768 1,693,337 ranks over the last three months. Symbol Key Compete Rank: #9,195 with 202,019 U.S. visitors OAvailable per month Available (Previously registered) Quantcast Rank: #44,442 Registered (Active website) Registered (Parked or redirected) Registry Data Registered (No website) On-Hold (Generic) ICANN Registrar: ENOM, INC. On-Hold (Redemption Period) Created: 2007-05-21 On-Hold (Pending Delete) Expires: 2009-05-21 Monitor Preview Registrar Status: clientTransferProhibited No preview Name Server: DNS1.NAME-SERVICES.COM (has Buy this (Available) 4,376,571 domains) Buy this (Bid at auction) Name Server: DNS2.NAME-SERVICES.COM Name Server: DNS3.NAME-SERVICES.COM **Register Your Domain** Register & get free applications for your domain Name Server: DNS4.NAME-SERVICES.COM with Google www.google.com/a Name Server: DNS5.NAME-SERVICES.COM Whois Server: whois.enom.com **Who Owns This Domain** Find Out Who Owns the Domain You Want. Server Data Purchase or Make an Offer! Register.com IP Address: 63.246.13.251 W R P D T IP Location - New York - New York - Xiolink Llc Taj Mahal sale on ebay Top level domain www.TaiMahal.in Globally Response Code: popular & recognised name Blacklist Status: Clear cgi.ebay.co.uk Domain Status: Registered And Active Website

# DomainTools Exclusive

Registrant "Whois Privacy Protection Service,

# Customize This Page

Select the items you want to be

Search: Inc." owns about 1,743,424 other domains Email Search: customersupport@enom.com is associated with about 1,220,306 domains hkhybxgxr@whoisprivacyprotect.com is associated with about 1 domains NS History: 2 changes on 3 unique name servers over 1 IP History: 6 changes on 7 unique name servers over 1 Whois History: 14 records have been archived since 2007-06-27. Reverse IP: 18 other sites hosted on this server. Download DomainTools for Windows Free Tool:

# Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com

Visit: www.enom.com

Domain name: totalrewardzone.com

Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (hkhybxgxr@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O totalrewardzone.com Bellevue, WA 98007 US

Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (hkhybxgxr@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O totalrewardzone.com Bellevue, WA 98007 US

Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent (hkhybxgxr@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O totalrewardzone.com Bellevue, WA 98007

shown on this page.

▼ Front Page ✓ Indexed Data ✓ Server Data

✓ Registry Data ✓ Whois Record

Data

# Shopping Cart

**▼** Exclusive

Removed from Cart



| Domains for Sale        | delete all |
|-------------------------|------------|
| Domain                  | Price      |
| RewardCanada.com        | \$39.00    |
| RewardPlus.com          | \$350.00   |
| Reward Dot.com          | \$495.00   |
| RewardFund.com          | \$895.00   |
| RareReward.com          | \$1,000.00 |
| RewardPlan.com          | \$1,388.00 |
| GameReward.com          | \$1,400.00 |
| <u>HigherReward.com</u> | \$1,488.00 |
| RewardGlobal.com        | \$1,488.00 |
| WinningReward.com       | \$1,588.00 |
| <u>GuestReward.com</u>  | \$1,788.00 |

| Domain                      | Created    |
|-----------------------------|------------|
| <u>Totaal</u>               | 1997-07-13 |
| <u>Tota - Toilet</u>        | 1998-03-27 |
| <u>Tota</u>                 | 1998-09-03 |
| <u>Tota - Life</u>          | 2000-06-01 |
| Tota - Alfar                | 2002-05-02 |
| Tot 9                       | 2004-06-28 |
| Tot 6                       | 2005-05-30 |
| Tot 5 K                     | 2005-09-21 |
| Tot 8                       | 2006-04-28 |
| <u>Tot 52</u>               | 2006-05-17 |
| Tota - Crossbreed           | 2006-05-21 |
| <u>Totaal - Body - Scan</u> | 2006-08-02 |
| <u>Tot 99</u>               | 2006-08-22 |
| <u>Tota - Ltd</u>           | 2006-11-02 |
| <u>Tot 5 I</u>              | 2006-11-15 |

υÞ

Status: Locked

### Name Servers:

 ${\tt dns1.name-services.com}$ 

 ${\tt dns2.name-services.com}$ 

dns3.name-services.com

dns4.name-services.com

dns5.name-services.com

Creation date: 21 May 2007 17:27:19 Expiration date: 21 May 2009 17:27:19



Do you own highquality generic
domains? List them in the
April 21st DomainTools Live
Auction at the Domain
Roundtable Conference in San
Francisco. Want to ensure
your domain is listed? Register
now for the conference every attendee has a
guaranteed-acceptance slot of
one domain in the Live
Auction.

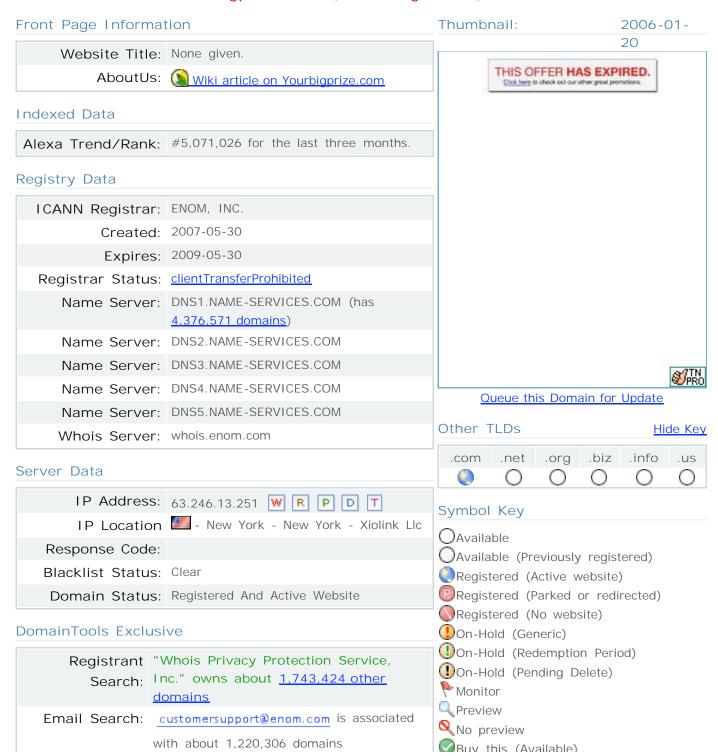
Submit a Domain - Sign up for the Roundtable.

3/17/08 3:36 PM



# Whois Record for Yourbigprize.com (Your Big Prize)

Yourbigprize.com - You Sez 28:08-CV-01566-SC





# Buy this (Bid at auction)

## Whois Record

Registration Service Provided By: Enom, Inc Contact: customersupport@enom.com Visit: www.enom.com

Domain name: yourbigprize.com

Registrant Contact:

Whois Privacy Protection Service, Inc. Whois Agent (wxjjdbjqcw@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O yourbigprize.com Bellevue, WA 98007 US

# Administrative Contact:

Whois Privacy Protection Service, Inc. Whois Agent (wxjjdbjqcw@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O yourbigprize.com Bellevue, WA 98007 US

# Technical Contact:

Whois Privacy Protection Service, Inc. Whois Agent (wxjjdbjqcw@whoisprivacyprotect.com)

+1.4252740657 Fax: +1.4256960234 PMB 368, 14150 NE 20th St - F1 C/O yourbigprize.com Bellevue, WA 98007 US

Status: Locked

# Customize This Page

Select the items you want to be shown on this page.

▼ Front Page ✓ Indexed Data ✓ Registry Data ✓ Server Data **▼** Exclusive ✓ Whois Record Data

# Shopping Cart

# Removed from Cart

singletonlawgroup.com

### delete all Domains for Sale

| Domain                 | Price      |
|------------------------|------------|
| StorePrize.com         | \$200.00   |
| <u>PrizePet.com</u>    | \$250.00   |
| <u>PrizeInside.com</u> | \$350.00   |
| PrizeName.com          | \$475.00   |
| PrizePlace.com         | \$500.00   |
| MotorPrize.com         | \$500.00   |
| <u>PrizePit.com</u>    | \$550.00   |
| <u>PrizePost.com</u>   | \$1,000.00 |
| <u>PrizeSurf.com</u>   | \$1,400.00 |
| <u>PrizePuzzle.com</u> | \$1,588.00 |
| PrizeMatrix.com        | \$1,588.00 |

# Domains At Auction

Name Servers:

dns1.name-services.com
dns2.name-services.com
dns3.name-services.com

dns4.name-services.com

dns5.name-services.com

Creation date: 30 May 2007 20:28:31 Expiration date: 30 May 2009 20:28:31



Do you own highquality generic
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April 21st DomainTools Live
Auction at the Domain
Roundtable Conference in San
Francisco. Want to ensure
your domain is listed? Register
now for the conference every attendee has a
guaranteed-acceptance slot of
one domain in the Live
Auction.

Submit a Domain - Sign up for the Roundtable.

| O PopaPrize.com   | 03-18-2008 |
|-------------------|------------|
| O Pop-A-Prize.com | 03-18-2008 |
| O XPrizeBlog.com  | 03-21-2008 |

| Created    |
|------------|
| 1998-07-22 |
| 2005-10-14 |
| 2006-02-20 |
|            |
| 2006-03-03 |
| 2006-03-19 |
| 2006-03-19 |
| 2006-09-17 |
| 2006-10-13 |
| 2006-10-25 |
| 2006-10-25 |
| 2006-10-25 |
| 2006-10-25 |
| 2006-10-25 |
| 2006-10-25 |
| 2006-11-06 |
|            |

From: GPM <NokiaN95@uniteddata.info>

Subject: Free Nokia N95 Today!

Date: February 21, 2008 3:26:28 PM PST

To: <redacted@asis.com>

### **I WANT MY NOKIA N95!**



# **I WANT MY NOKIA N95!**

The advertisers in this email are not affiliated with any of the above brands.

This is a third party advertisement sent to you by the list owner. If you no longer wish to receive email from this advertiser, please write to Customer Care, 102 NE 2nd St. #411, Boca Raton, FL 33432 or visit our email preference page by clicking <a href="here">here</a>. If you do not wish to receive correspondence from the list manager, you will need to follow instructions provided by the list manager on how to remove yourself from their list.

This is an advertisement.

Griffith Park Media 4209 Santa Monica Blvd. Suite 100 Los Angeles, CA 90029

Click here to unsubscribe

```
Return-Path: <NokiaN95@uniteddata.info>
X-Original-To: redacted@asis.com
Delivered-To: redacted@asis.com
Received: from psmtp.com (exprod5mx211.postini.com [64.18.0.70])
by mail.asis.com (Postfix) with SMTP id 2A9D35FB5
for <redacted@asis.com>; Thu, 21 Feb 2008 15:29:23 -0800 (PST)
Received: from source ([209.44.125.190]) by exprod5mx211.postini.com ([64.18.4.10]) with SMTP;
Thu, 21 Feb 2008 17:26:31 CST
Received: from uniteddata.info (localhost.localdomain [127.0.0.1])
by uniteddata.info (Postfix) with SMTP id 5161AA482B6
for <redacted@asis.com>; Thu, 21 Feb 2008 18:26:30 -0500 (EST)
DomainKey-Signature: a=rsa-shal; s=host; d=uniteddata.info; q=dns; c=simple;
b = by \texttt{GshXK} + \texttt{Yze8Yoys6sY3vLSvHToH8imlZDKfzecbtWSJGGBjZsPelSIQusDS89ZkQt9Vcav} / \texttt{t3zNavLSvHToH8imlZDKfzecbtWSJGGBjZsPelSIQusDS89ZkQt9Vcav} / \texttt{t3zNavLSvHToH8imlZDKfzecbtWSJGGB} / \texttt{t3zNavLSvHToH8imlZDKfgecbtWSJGGB} / \texttt{t3z
B3T6n7zUf0==;
Date: Thu, 21 Feb 2008 18:26:28 -0500 (EST)
From: GPM <NokiaN95@uniteddata.info>
To: <redacted@asis.com>
Subject: Free Nokia N95 Today!
X-GCE: skXWglar9xknA
MIME-Version: 1.0
Content-Transfer-Encoding: 8bit
Message-ID: <20080221182628.24482@uniteddata.info>
Content-Type: multipart/alternative; boundary="AltPart--_uWhSLlxOa12sc-001"
X-pstn-levels: (S: 0.00000/47.50212 CV:99.9000 R:95.9108 P:95.9108 M:97.0282 C:93.2377 )
X-pstn-settings: 3 (1.0000:1.0000) S cv gt3 gt2 gt1 r p m c
X-pstn-addresses: from <NokiaN95@uniteddata.info> [30/1]
--AltPart--_uWhSLlxOal2sc-001
Content-type: text/plain; charset="UTF-8"
We're giving away a limited number of Nokia N95's!
http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWglar9xknA_uv82G_70e0b
Just Take our Survey and complete participation requirements to receive your Nokia N95!
http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWg1ar9xknA_uv82G_70e0b
Act now before this opportunity expires!
Regards.
PrizeRewardCenter.com
To unsubscribe from future advertisements from PrizeRewardCenter.com, go to:
http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWg1ar9xknA_uv82v_2d1b5
PrizeRewardCenter | 102 NE 2nd St. #411 | Boca Raton, FL 33432
Powered by PrizeRewardCenter.com. PrizeRewardCenter.com is an independent rewards program and not
associated with any
of the above listed merchants or brands. The above listed merchants or brands in no way endorse or
PrizeRewardCenter.com's offer and are not liable for any alleged or actual claims related to this
offer. The above
listed trademarks and service marks are the marks of their respective owners. PrizeRewardCenter.com is
responsible for all Gift fulfillment. In order to receive your gift you must: (1) Meet the eligibility
requirements
(2) complete the rewards bonus survey (3) complete the number of sponsor offers in the redemption
instructions (4)
Follow redemption instructions.
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To end all correspondence, please visit:
http://uniteddata.info/mm.php?x=Qu5yWzx4YzbabQQ_skXWg1ar9xknA_8823b
or Write To:
Griffith Park Media 4209 Santa Monica Blvd. Suite 100 Los Angeles, CA 90029
2eeo xg xf8f w2g m25
--AltPart--_uWhSLlxOa12sc-001
Content-Type: text/html; charset="UTF-8"
<html>
<head>
<title>nokian95_email</title>
<meta http-equiv="Content-Type" content="text/html; charset=iso-8859-1">
</head>
<body bgcolor="#FFFFFF" leftmargin="0" topmargin="0" marginwidth="0" marginheight="0">
<!-- ImageReady Slices (nokian95_email.psd) -->
<strong><a
href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWg1ar9xknA_uv82Q_4b821">I WANT MY
NOKIA N95!</a></strong>
cellspacing="0">
<a href="http://uniteddata.info/bbu.php?x=Ou5vWzx4YzbabOO_skXWg1ar9xknA_uv82O_4b821"><img src="http://</pre>
uniteddata.info/images/1792165640/1685344415_nokian95_email_01.jpg" width="570" height="146" alt="
border="0"></a></
```

```
t.d>
>
<a href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWglar9xknA_uv82Q_4b821"><img src="http://</pre>
uniteddata.info/images/1792165640/1684420894_nokian95_email_02.jpg" width="65" height="83" alt="
border="0"></a>
>
<a href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWglar9xknA_uv82Q_4b821"><img src="http://</pre>
uniteddata.info/images/1792165640/1683500474_nokian95_email_03.gif" width="237" height="83" alt="'
border="0"></a></
td>
>
<a href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWglar9xknA_uv82Q_4b821"><img src="http://</pre>
uniteddata.info/images/1792165640/1682573852_nokian95_email_04.jpg" width="268" height="83" alt=""
border="0"></a></
<6+
<a href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQO_skXWq1ar9xknA_uv82Q_4b821"><img src="http://</pre>
uniteddata.info/images/1792165640/1681650331_nokian95_email_05.jpg" width="570" height="129" alt="
border="0"></a></
<strong><a
href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWglar9xknA_uv82Q_4b821">I WANT MY
NOKIA N95!</a></strong>
<a href="http://uniteddata.info/bbu.php?x=Qu5yWzx4YzbabQQ_skXWg1ar9xknA_uv825_6195b"><img
uniteddata.info/images/1792165640/2118402567_ne2u.gif" border="0"></a>
<!-- End ImageReady Slices -->
<br /><center><font size=2 style="background-color:white;color:black">This is an advertisement. <BR />
 Griffith Park Media 4209 Santa Monica Blvd. Suite 100 Los Angeles, CA 90029<BR />
  <a href="http://uniteddata.info/jd.php?x=Qu5yWzx4YzbabQQ_skXWg1ar9xknA_8823b"</pre>
style="color:blue;textdecoration:
<img src="http://uniteddata.info/t-road.gif" border="0" /></a> &nbsp; </font></center>
<img src="http://uniteddata.info/Qu5yWzx4YzbabQQ_skXWg1ar9xknA_8823b.jpg" width="1" height="1" />
2eeo xg xf8f w2g m25
</body>
--AltPart--__uWhSLlxOa12sc-001--
```

From: hang@hurry-xmas.com (NintendoWii)

Subject: Get a FREE Nintendo Wii!

Date: December 20, 2007 12:21:09 PM PST

To: redacted@asis.com

--

We're giving away a limited number of FREE Nintendo Wii's!

http://hurry-xmas.com/1-172-61179-519944485153.html

Just Take our Survey and complete participation requirements to receive your FREE Nintendo Wii!

http://hurry-xmas.com/1-172-61179-519944485153.html

Act now before this opportunity expires!

Regards, SurveyRewardsCenter

To unsubscribe from future advertisements from SurveyRewardsCenter, go to: http://hurry-xmas.com/3-172-61179-519944485153.html

SurveyRewardsCenter I 1730 S. Federal Highway, #345 I Delray Beach, FL 33483

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Media Time
ECM #46527
PO Box 515381
Los Angeles, California 90051-6681

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Return-Path: <hang@hurry-xmas.com>
X-Original-To: redacted@asis.com
Delivered-To: redacted@asis.com
Received: from psmtp.com (exprod5mx233.postini.com [64.18.0.119])
by mail.asis.com (Postfix) with SMTP id 98EFB5EF9
for <redacted@asis.com>; Thu, 20 Dec 2007 12:57:12 -0800 (PST)
Received: from source ([206.131.248.89]) by exprod5mx233.postini.com ([64.18.4.10]) with SMTP;
Thu, 20 Dec 2007 14:54:20 CST
Received: (qmail 499 invoked by uid 0); 20 Dec 2007 20:21:09 -0000
Date: 20 Dec 2007 20:21:09 -0000
Message-ID: <20071220202109.498.qmail@hurry-xmas.com>
From: hang@hurry-xmas.com (NintendoWii)
Subject: Get a FREE Nintendo Wii!
To: redacted@asis.com
X-pstn-levels: (S: 0.00000/71.08906 R:95.9108 P:95.9108 M:97.0282 C:98.6951 )
X-pstn-settings: 3 (1.0000:1.0000) S gt3 gt2 gt1 r p m c
X-pstn-addresses: from <hang@hurry-xmas.com> [30/1]
We're giving away a limited number of FREE Nintendo Wii's!
http://hurry-xmas.com/1-172-61179-519944485153.html
Just Take our Survey and complete participation requirements to receive your FREE Nintendo Wii!
http://hurry-xmas.com/1-172-61179-519944485153.html
Act now before this opportunity expires!
Regards,
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(2) complete the rewards bonus survey (3) complete the number of sponsor offers in the
redemption instructions (4)
Follow redemption instructions.
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Los Angeles, California 90051-6681
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From: Participation Confirmation# 057-3634 <skysurvey@www.pcmister.info>

Subject: Second attempt- Walmart gift card worth\* 500.00 inside

Date: December 27, 2007 11:32:59 AM PST

To: redacted@asis.com

Hello again,

We contacted you last week, and we would still like to offer you that 500.00 Target or 500.00 Walmart gift card. We are surprised that we still have some available to offer you, but we could be out of them at any moment, so please get yours before they are all gone! You can claim\* it online right now with no hassle!

Page 6 of 8

Do you want a Walmart gift card instead of a Target gift card?

If YES, Press here to Claim\* a Walmart gift card worth 500.00: http://www.pcmister.info/tr.php?40811+redacted@asis.com

Do you want a Target gift card instead of a Walmart gift card?

If Yes, Press here to Claim\* a Target gift card worth 500.00: http://www.pcmister.info/tr.php?40811+redacted@asis.com

This promotion is for a limited time. So claim your 500.00 dollars in Gift Cards to Target or Walmart before it's too late!

Best wishes,

CDS Team

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To stop receiving announcements about this offer: http://www.pcmister.info/tr.php?40812+redacted@asis.com

or by writing: CustomerDirectSavings Attn: Customer Care 1730 S. Federal Highway #345 Delray Beach, FL 33483

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You are receiving this email based on past online software purchases made in the year 2005 from vendors. If you wish to no longer receive these messages we will remove you right away with no questions asked when you press here:

http://www.pcmister.info/unsub.php?client=skysurvey&msgid=21120700012 and enter your email address (redacted@asis.com)

or write to:

Attention : Adtrack Marketing 100 E. San Marcos BLVD. Suite 370 San marcos, CA 92069

TRCK:skysurvey;redacted@asis.com;1;

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Return-Path: <skysurvey@www.pcmister.info>
X-Original-To: redacted@asis.com
Delivered-To: redacted@asis.com
Received: from psmtp.com (exprod5mx231.postini.com [64.18.0.117])
by mail.asis.com (Postfix) with SMTP id 4691D5F59
for <redacted@asis.com>; Thu, 27 Dec 2007 11:35:51 -0800 (PST)
Received: from source ([64.62.205.196]) by exprod5mx231.postini.com ([64.18.4.10]) with SMTP;
Thu, 27 Dec 2007 11:32:59 PST
From: Participation Confirmation# 057-3634 <skysurvey@www.pcmister.info>
Subject: Second attempt- Walmart gift card worth* 500.00 inside
To: redacted@asis.com
Date: Thu, 27 Dec 2007 11:32:59 PST
Content-Type: text/plain; charset=us-ascii
Content-Transfer-Encoding: 7bit
X-pstn-levels: (S: 0.00000/ 0.92474 R:95.9108 P:95.9108 M:97.0282 C:65.6198 )
X-pstn-settings: 3 (1.0000:1.5000) S gt3 gt2 gt1 r p m C
X-pstn-addresses: from <skysurvey@www.pcmister.info> [30/1]
Message-Id: <20071227193551.4691D5F59@mail.asis.com>
Hello again,
We contacted you last week, and we would still like to offer you that 500.00 Target or 500.00 Walmart
gift card. We
are surprised that we still have some available to offer you, but we could be out of them at any
moment, so please get
yours before they are all gone! You can claim* it online right now with no hassle!
Do you want a Walmart gift card instead of a Target gift card?
If YES, Press here to Claim* a Walmart gift card worth 500.00:
http://www.pcmister.info/tr.php?40811+redacted@asis.com
Do you want a Target gift card instead of a Walmart gift card?
If Yes, Press here to Claim* a Target gift card worth 500.00:
http://www.pcmister.info/tr.php?40811+redacted@asis.com
This promotion is for a limited time. So claim your 500.00 dollars in Gift Cards to Target or Walmart
before it's too
late!
Best wishes.
CDS Team
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or write to:
Attention : Adtrack Marketing
100 E. San Marcos BLVD. Suite 370
San marcos, CA 92069
TRCK:skysurvey;redacted@asis.com;1;
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| 459 | quilighterer.com         | 504 | solvebreath.com                  |
| 460 | quiltdecider.com         | 505 | souldynamics.info                |
| 461 | ramousable.com           | 506 | soundfulthoughts.com             |
| 462 | reacterion.com           | 507 | sphento.com                      |
| 463 | receive4free.com         | 508 | starcrs.com                      |
| 464 | registerstudy.com        | 509 | stardustreplacement.com          |
| 465 | reileygroup.net          | 510 | stinkache.com                    |
| 466 | remembersteel.com        | 511 | stormbytears.com                 |
| 467 | remingtoncell.com        | 512 | straussassossiates.com           |
| 468 | rentrope.com             | 513 | straussassossiates.net           |
| 469 | rentside.com             | 514 | streamlined-hosting.com          |
| 470 | rigbagg.com              | 515 | suitqueller.com                  |
| 471 | rightinformations.com    | 516 | sunlinsidemi.com                 |
| 472 | riverboatflag.com        | 517 | superhillyour.net                |
| 473 | roadscreenup.com         | 518 | superleftyride.net               |
| 474 | roastpants.com           | 519 | supernels.com                    |
| 475 | rulesmold.com            | 520 | superode.com                     |
| 476 | ruthildacorporation.info | 521 | superstore-delivery.com          |
| 477 | ruthildagroup.info       | 522 | superstore-delivery.net          |
| 478 | sandsprinkle.com         | 523 | superstoredelivery.com           |
| 479 | sarapets.com             | 524 | sureinformations.com             |
| 480 | savesinformation.com     | 525 | sweetwaterbeverageinc.info       |
| 481 | sayinformations.com      | 526 | tallmaidmile.com                 |
| 482 | schizocoelous.com        | 527 | tapanddiedesigncorp.info         |
| 483 | sdjkd4.com               | 528 | tapdancehero.com                 |
| 484 | seekitnowtilone.com      | 529 | target-special.com               |
| 485 | seirline.com             | 530 | tender-newz.com                  |
| 486 | serilyoner.com           | 531 | tenpinpalace.com                 |
| 487 | serlitiosly.com          | 532 | thandrumtold.com                 |
| 488 | sernman.com              | 533 | thatsattaansspell.info           |
| 489 | serthilios.com           | 534 | thecleffresh.com                 |
| 490 | sevenlinksgolf.com       | 535 | thecolevilleassociation.info     |
| 491 | showupsign.com           | 536 | thehappyholiday.com              |
| 492 | sixsidetable.com         | 537 | thehappyholidayonline.com        |
| 493 | sixthingsontip.com       | 538 | thehillyburbs.net                |
| 494 | slightlysmallcity.info   | 539 | thelasikinstitute.net            |
| 495 | smallsidewalk.com        | 540 | theluselandcorporation.info      |

| 541 | thephippengroup.info          | 586 | wertlyit.info              |
|-----|-------------------------------|-----|----------------------------|
| 542 | thesillycity.com              | 587 | westerlinker.com           |
| 543 | theworldhasbeendiscovered.com | 588 | wherepeopletravel.info     |
| 544 | theyeartree.com               | 589 | woilerthere.com            |
| 545 | threegreengroup.com           | 590 | woodcarversinc.info        |
| 546 | timelyoasis.com               | 591 | worldlysurround.com        |
| 547 | tintedtrash.com               | 592 | wrigleyvilleassosiates.net |
| 548 | tinypricepazzone.com          | 593 | yellowjobsuppliers.com     |
| 549 | tipsinformation.com           | 594 | younglothome.com           |
| 550 | tophillhouses.com             | 595 | yourgreendiamonds.com      |
| 551 | toptotransit.com              | 596 | yourhilly.net              |
| 552 | totemten.com                  | 597 | yournyctravel.com          |
| 553 | tracehover.com                | 598 | zarathustrismz.com         |
| 554 | traprope.com                  | 599 | zerlition.com              |
| 555 | trashrefined.com              | 600 | zerpry.com                 |
| 556 | triplecakecarol.com           | 601 | zerrion.info               |
| 557 | triplespots.com               | 602 | zooyarn.com                |
| 558 | turnipman.com                 |     |                            |
| 559 | twotipperty.com               |     |                            |
| 560 | typesum.com                   |     |                            |
| 561 | unionbloom.com                |     |                            |
| 562 | uniteddata.info               |     |                            |
| 563 | vacationexperts.info          |     |                            |
| 564 | ventgrave.com                 |     |                            |
| 565 | verylizard.com                |     |                            |
| 566 | veryslip.com                  |     |                            |
| 567 | verysmallcamera.com           |     |                            |
| 568 | villagevision.info            |     |                            |
| 569 | villybrunny.com               |     |                            |
| 570 | villyonetwo.com               |     |                            |
| 571 | virtualcityearth.com          |     |                            |
| 572 | visionnetproperties.info      |     |                            |
| 573 | vitaldata.info                |     |                            |
| 574 | walkinguprighted.com          |     |                            |
| 575 | wallowish.com                 |     |                            |
| 576 | waterbluespa.com              |     |                            |
| 577 | webagendatoday.com            |     |                            |
| 578 | webextended.com               |     |                            |
| 579 | webfreegifts.com              |     |                            |
| 580 | weekly-specialz.com           |     |                            |
| 581 | wendily.com                   |     |                            |
| 582 | werlyit.net                   |     |                            |
| 583 | wertheylikly.com              |     |                            |
| 584 | wertheynow.com                |     |                            |
| 585 | werthilyone.com               |     |                            |

PriorWeb.com



Document 1-14

# Whois Record for Cdaweb2.com (Cd A Web 2)

| Front Page Informa               | tion  | Add M   | lissing              | Thumbna                | il:                   |          |  |
|----------------------------------|---|---|----------------------|------------------------|-----------------------|----------|--|
| Website Title:                   | None given.   | 2   | Queue T              | humbnail Fo            | or Addition           |          |  |
| AboutUs:                         | Wiki article on Cdaweb2.com   | Other   | TLDs                 |                        | <u>H</u>              | ide Ke   |  |
| ndexed Data                      |   | .com  | .net                 | .org .bi               | z .info               | .us      |  |
| Alexa Trend/Rank:                | #7,655,874 for the last three months.                               | T   |                      |                        |                       |          |  |
| Registry Data                    |   | Symbo   |                      |                        |                       |          |  |
| ICANN Registrar:                 | SPOT DOMAIN LLC DBA DOMAINSITE.COM                                  | Avail<br>Avail  | gistered)            |                        |                       |          |  |
| o .                              | 2007-10-01  | Available (Previously registered) Registered (Active website) |                      |                        |                       |          |  |
|                                  | 2008-10-01  | Regi  | stered (             | Parked or r            | edirected)            |          |  |
| Registrar Status:                |   |   |                      | No website)            | )                     |          |  |
| •                                | NS1.DOMAINSITE.COM (has <u>84,619 domains</u> )                     |   | Hold (Ge<br>Hold (Re | eneric)<br>edemption P | eriod)                |          |  |
|                                  | NS2.DOMAINSITE.COM  |   |                      | nding Delet            |                       |          |  |
|                                  | NS3.DOMAINSITE.COM  | Moni  | itor                 |                        |                       |          |  |
|                                  | NS4.DOMAINSITE.COM  | Prev  |                      |                        |                       |          |  |
| Whois Server:                    | whois.domainsite.com  |   | oreview              | (ماطمانور              |                       |          |  |
|                                  |   | Buy this (Available) Buy this (Bid at auction)                |                      |                        |                       |          |  |
| Server Data                      |   | -   | (1110                | Ads by Googl           |                       |          |  |
| Server Type:                     | Apache/2.2.3 (CentOS)   |   |                      |                        |                       |          |  |
| IP Address:                      | 69.25.186.201 W R P D T   |   |                      |                        |                       |          |  |
| IP Location                      | - New York - New York - Acceleratebiz Inc                           | G   | ot a                 | secur                  |                       | S        |  |
| Response Code:                   |   | <u> </u>  |                      |                        |                       | <u> </u> |  |
| Blacklist Status:                | Clear   |   |                      | <u>serve</u> i         | <u>r</u>              |          |  |
| Domain Status:                   | Registered And Active Website                                       | And avoid denial-of-service attacks                           |                      |                        |                       |          |  |
| Damain Taola Evalua              | h.c.  | 1   | F                    | ind out mo             | re                    |          |  |
| DomainTools Exclus               |   | -<br>T  | www                  | v.Secure64             | l.com                 |          |  |
| Registrant "I<br>Search:         | Protected Domain Services" owns about 407,643 other domains         |   |                      |                        |                       |          |  |
|                                  | 034c94ca3f8383147a1ac1ee2af10e3bdb53661@protecteddomainservices.com |   |                      |                        |                       |          |  |
|                                  | associated with about 1 domains                                     |   |                      |                        |                       |          |  |
|                                  | <u>changes</u> on 6 unique name servers over 2 years.               | Custor  | mize TI              | nis Page               |                       |          |  |
| <b>3</b> —                       | O changes on 7 unique name servers over 1 years.                    |   |                      | ems you wa             | int to be             |          |  |
|                                  | record has been archived since 2007-10-04.                          | _   |                      | s page.                |                       |          |  |
| _                                | daweb2.com is hosted on a dedicated server.                         | _   | nt Page<br>ver Data  | _                      | xed Data<br>stry Data |          |  |
| Hosting:                         | <u> </u>  | ▼ Ser   |                      |                        | is Record             |          |  |
| Monitor Domain: \(\bar{\cappa}\) | Set Free Alerts on cdaweb2.com                                      | Data  |                      |                        |                       |          |  |
|                                  | Download DomainTools for Windows                                    | Shopp   | ing Ca               | rt                     |                       |          |  |
| Whois Record                     |   |   | ed fron              |                        |                       |          |  |
| Domain Name:                     | cdaweb2.com   | 0 9   | singletor            | nlawgroup.co           | om                    | ŵ        |  |
| Registrar: Expiration Date:      | Spot Domain LLC se: 2008-10-01 00:00:00                             | Domains for Sale delete all                                   |                      |                        |                       |          |  |
| Creation Date:                   | 2007-10-01 08:59:26   |   |                      |                        |                       |          |  |
| Cleation Date:                   |   | Doma  | nin                  |                        | Price                 | 2        |  |

Name Servers:

\$200.00

ns1.domainsite.com ns2.domainsite.com ns3.domainsite.com ns4.domainsite.com

REGISTRANT CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

f034c94ca3f8383147a1ac1ee2af10e3bdb53661@protecteddomainservices.com

ADMINISTRATIVE CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

f034c94ca3f8383147a1ac1ee2af10e3bdb53661@protecteddomainservices.com

TECHNICAL CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

f034c94ca3f8383147a1ac1ee2af10e3bdb53661@protecteddomainservices.com

BILLING CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

f034c94ca3f8383147a1ac1ee2af10e3bdb53661 @protected domains ervices. com a comparation of the comparation



Do you own high-quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| I —————          |            |
|------------------|------------|
| WebPop.com       | \$500.00   |
| WeBrain.com      | \$500.00   |
| HelpWeb.com      | \$500.00   |
| BaseWeb.com      | \$500.00   |
| YUweB.com        | \$500.00   |
| WebWow.com       | \$525.00   |
| <u>CrWeb.com</u> | \$1,067.00 |
| WebNp.com        | \$1,067.00 |
| EpicWeb.com      | \$1,255.00 |
| <u>UpWeb.com</u> | \$1,488.00 |

### Domains At Auction

| Domain                  | Auction Date |
|-------------------------|--------------|
| SosWeb.com              | 02-28-2008   |
| H1Net.com               | 02-28-2008   |
| NetSpeedster.com        | 02-28-2008   |
| KitsWeb.com             | 02-28-2008   |
| <u>VacantNet.com</u>    | 02-28-2008   |
| SpiveyWeb.com           | 02-28-2008   |
| InternetGun.com         | 02-28-2008   |
| <u>FussWeb.com</u>      | 02-28-2008   |
| KicksWeb.com            | 02-28-2008   |
| <u>InternetFool.com</u> | 02-28-2008   |
| KoreaWebCast.com        | 02-28-2008   |
| NetTechSystems.com      | 02-28-2008   |
| SpongeWeb.com           | 02-28-2008   |

| Created    |
|------------|
| 2001-06-01 |
| 2003-09-14 |
| 2004-03-17 |
| 2004-05-19 |
| 2004-06-09 |
| 2004-08-01 |
| 2005-01-18 |
| 2005-05-06 |
| 2006-01-12 |
| 2006-05-02 |
| 2006-05-29 |
| 2006-11-29 |
| 2007-01-16 |
| 2007-01-18 |
| 2007-01-22 |
|            |

Domain

EnvironmentE.com



# Whois Record for Environment4you.com (Environment 4 You)

### Front Page Information Add Missing Thumbnail: Queue Thumbnail For Addition Website Title: None given. AboutUs: Wiki article on Environment4you.com Other TLDs Hide Key .com .net .org .biz .info Registry Data ICANN Registrar: SPOT DOMAIN LLC DBA DOMAINSITE.COM Symbol Key Created: 2007-11-07 Expires: 2008-11-07 Available Available (Previously registered) Registrar Status: clientDeleteProhibited Registered (Active website) Registrar Status: clientTransferProhibited Registered (Parked or redirected) Registrar Status: clientUpdateProhibited Registered (No website) Name Server: NS1.DOMAINSITE.COM (has 84,619 domains) On-Hold (Generic) On-Hold (Redemption Period) Name Server: NS2.DOMAINSITE.COM On-Hold (Pending Delete) Name Server: NS3.DOMAINSITE.COM Monitor Name Server: NS4.DOMAINSITE.COM Preview Whois Server: whois.domainsite.com No preview Buy this (Available) Server Data Buy this (Bid at auction) IP Address: 216.235.167.131 W R P D T IP Location - Florida - Miami - Basin Electric Power Coop Response Code: Blacklist Status: Clear Domain Status: Registered And Active Website Manage Your Network for Free DomainTools Exclusive Registrant "Protected Domain Services" owns about 407,643 other domains Search: **Download Now** Email Search: 39157cee993fd779e93e0c729a0a32033b8fac34@protecteddomainservices.com W/RKS is associated with about 1 domains NS History: 1 change on 2 unique name servers over 1 year. IP History: 1 change on 2 unique name servers over 1 years. Customize This Page Whois History: 1 record has been archived since 2007-11-09. Select the items you want to be Dedicated environment4you.com is hosted on a dedicated server. shown on this page. Hostina: **✓** Indexed Data ▼ Front Page Monitor Domain: ┡ <u>Set Free Alerts on environment4you.com</u> ✓ Server Data ▼ Registry Data Free Tool: \*\*Download DomainTools for Windows ▼ Exclusive ✓ Whois Record Data Whois Record Shopping Cart Domain Name: environment4you.com Removed from Cart Registrar: Spot Domain LLC singletonlawgroup.com 血 Expiration Date: 2008-11-07 00:00:00 Creation Date: 2007-11-07 14:31:49 delete all Domains for Sale Name Servers: ns1.domainsite.com

ns2.domainsite.com ns3.domainsite.com Price

\$188.00

Environment4you.com - Case in the second of the second of

REGISTRANT CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

39157 cee 993 fd 779 e93 e 0 c729 a 0 a 32033 b8 fac 34 @protected domains ervices. com a superior of the company of the com

ADMINISTRATIVE CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

39157cee993fd779e93e0c729a0a32033b8fac34@protecteddomainservices.com

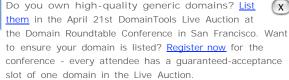
TECHNICAL CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

39157cee993fd779e93e0c729a0a32033b8fac34@protecteddomainservices.com

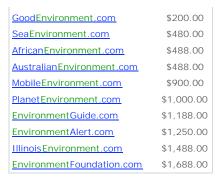
BILLING CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver СО 80230 US

Email Address: 39157cee993fd779e93e0c729a0a32033b8fac34@protecteddomainservices.com









### Domains At Auction

| Domain                  | Auction    |
|-------------------------|------------|
|                         | Date       |
| PurifiedSpace.com       | 02-28-2008 |
| SpaceTimePlus.com       | 02-28-2008 |
| <u>SpaceIsGay.com</u>   | 02-28-2008 |
| CommercialBuySpace.com  | 02-28-2008 |
| MyPrizeSpace.com        | 02-28-2008 |
| MuCutesPace.com         | 02-28-2008 |
| MyDealsSpace.com        | 02-28-2008 |
| MyPrizesSpace.com       | 02-28-2008 |
| PipMaSpace.com          | 02-28-2008 |
| MyBonusSpace.com        | 02-28-2008 |
| MyRebatesSpace.com      | 02-28-2008 |
| MyEcoSpace.net          | 02-28-2008 |
| MySpaceBannerMaking.com | 02-28-2008 |

| Domain              | Created    |
|---------------------|------------|
| <u>Envi</u>         | 1998-11-12 |
| Env Holdings        | 2000-04-04 |
| Envi - Con          | 2000-07-25 |
| Env Hq              | 2003-04-06 |
| Envi - Care         | 2003-07-31 |
| Env Hydro - Consult | 2004-03-06 |
| Envi - Analysis     | 2005-02-01 |
| En Vhosting         | 2005-03-15 |
| <u>Envi - Bois</u>  | 2005-04-11 |
| Envi - Chem         | 2005-05-17 |
| Env Hu J            | 2006-07-19 |
| Envi - Cambio       | 2006-07-25 |
| Env Hore            | 2006-11-07 |
| Env Home            | 2007-01-19 |
| Envi - Brazil       | 2007-02-17 |

Hide Key



# Whois Record for Getspecialshere.com (Gets Pecials Here)

### Front Page Information Add Missing Thumbnail: Queue Thumbnail For Addition Website Title: None given. AboutUs: Wiki article on Getspecialshere.com Other TLDs .com .net .org .biz .info Registry Data ICANN Registrar: SPOT DOMAIN LLC DBA DOMAINSITE.COM Symbol Key Created: 2007-12-08 Expires: 2008-12-08 Available Registrar Status: ok

Name Server: NS1.DOMAINSITE.COM (has 84,619 domains) Name Server: NS2.DOMAINSITE.COM Name Server: NS3.DOMAINSITE.COM Name Server: NS4.DOMAINSITE.COM

Whois Server: whois.domainsite.com

# Server Data

Server Type: Apache/2.2.3 (CentOS)

IP Address: 69.25.186.203 W R P D T

IP Location <a> - New York - New York - Acceleratebiz Inc</a>

Response Code: Blacklist Status: Clear

Domain Status: Registered And Active Website

# DomainTools Exclusive

Registrant "Protected Domain Services" owns about 407,643 other domains Search:  $\textbf{Email Search:} \quad \underline{\textbf{2bb971982ff536858376df9b71e8c21ae5fa8cdc@protecteddomainservices.com}}$ is associated with about 1 domains NS History: 1 change on 2 unique name servers over 1 year. IP History: 2 changes on 3 unique name servers over 1 years. Whois History: 1 record has been archived since 2007-12-10. Dedicated getspecialshere.com is hosted on a dedicated server.

Hosting:

Monitor Domain: 🔭 <u>Set Free Alerts on getspecialshere.com</u>

Free Tool: Download DomainTools for Windows

# Whois Record

Domain Name: getspecialshere.com Registrar: Spot Domain LLC

Expiration Date: 2008-12-08 00:00:00 Creation Date: 2007-12-08 11:08:50

Name Servers:

ns1.domainsite.com ns2.domainsite.com ns3.domainsite.com ns4.domainsite.com Available (Previously registered) Registered (Active website)

Registered (Parked or redirected)

Registered (No website) On-Hold (Generic)

On-Hold (Redemption Period) On-Hold (Pending Delete)

Monitor

Preview No preview

Buy this (Available)

Buy this (Bid at auction)



### Customize This Page

Select the items you want to be shown on this page.

▼ Front Page ✓ Server Data Exclusive

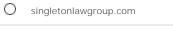
✓ Indexed Data ▼ Registry Data

✓ Whois Record

Data

# Shopping Cart

Removed from Cart



delete all Domains for Sale

REGISTRANT CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver СО 80230 US Email Address:

2bb971982ff536858376df9b71e8c21ae5fa8cdc@protecteddomainservices.com

ADMINISTRATIVE CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

2bb971982ff536858376df9b71e8c21ae5fa8cdc@protecteddomainservices.com

TECHNICAL CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver СО 80230 US Email Address:

2bb971982ff536858376df9b71e8c21ae5fa8cdc@protecteddomainservices.com

BILLING CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US

Email Address: 2bb971982ff536858376df9b71e8c21ae5fa8cdc@protecteddomainservices.com





Do you own high-quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable

| <u>ByHere.com</u> | \$200.00   |
|-------------------|------------|
| RichHere.com      | \$350.00   |
| HereLink.com      | \$488.00   |
| TopHere.com       | \$500.00   |
| Here4.com         | \$500.00   |
| InsideHere.com    | \$1,000.00 |
| HomeHere.com      | \$1,088.00 |
| ProHere.com       | \$1,495.00 |
| HereMarket.com    | \$1,788.00 |
| SeeHere.com       | \$1,800.00 |
| SpendHere.com     | \$1,800.00 |
|                   |            |

### Domains At Auction

| Domain                      | Auction Date |
|-----------------------------|--------------|
| PowNow.com                  | 02-28-2008   |
| PowNow.net                  | 02-28-2008   |
| <u>ToeNow.com</u>           | 02-28-2008   |
| <u>ChanNow.com</u>          | 02-28-2008   |
| <u>GayXxxNow.com</u>        | 02-28-2008   |
| RarePresent.com             | 02-28-2008   |
| <u>HandleHere.com</u>       | 02-28-2008   |
| InfoCashNow.com             | 02-28-2008   |
| <u>FutureProfitSnow.com</u> | 02-28-2008   |
| FutureProfitSnow.net        | 02-28-2008   |
| <u>UnwiredNow.com</u>       | 02-28-2008   |
| BetterDealNow.com           | 02-28-2008   |
| WanItNow.com                | 02-28-2008   |

| Domain               | Created    |
|----------------------|------------|
| <u>Gets - 1000</u>   | 1997-05-12 |
| <u>Gets</u>          | 1999-11-05 |
| Gets - Dream         | 2001-03-13 |
| <u>Gets - Car</u>    | 2001-11-26 |
| Gets - C             | 2003-07-14 |
| Get R Y T Hm         | 2003-11-14 |
| Get Rythym           | 2004-02-11 |
| Get Rythum           | 2005-11-23 |
| <u>Gets - A</u>      | 2005-12-27 |
| Get R Y Te           | 2006-01-15 |
| Get R Y Pil Karski E | 2006-03-22 |
| <u>Get Rythem</u>    | 2006-04-09 |
| Gets - Club          | 2006-07-13 |
| Gets - Card          | 2006-10-27 |
| G E Try Pt           | 2007-01-23 |



# Whois Record for Offersaregreat.com (Offers Are Great)

### Front Page Information Add Missing Thumbnail: Queue Thumbnail For Addition Website Title: None given. AboutUs: Wiki article on Offersaregreat.com Other TLDs Hide Key Indexed Data .com .net .org .biz .info

### Registry Data

ICANN Registrar: SPOT DOMAIN LLC DBA DOMAINSITE.COM

Alexa Trend/Rank: #9,140,378 for the last three months.

Created: 2007-12-08 Expires: 2008-12-08

Registrar Status: ok

Name Server: NS1.DOMAINSITE.COM (has 84,619 domains)

Name Server: NS2.DOMAINSITE.COM Name Server: NS3.DOMAINSITE.COM Name Server: NS4.DOMAINSITE.COM Whois Server: whois.domainsite.com

# Server Data

IP Address: 66.199.249.140 W R P D T IP Location - New York - New York - Ezzi.net

Response Code: Blacklist Status: Clear

Domain Status: Registered And Active Website

### DomainTools Exclusive

Registrant "Protected Domain Services" owns about 407,643 other domains Search: Email Search: 7ca10506c7e690d13b91404a5aca21cfeaf49291@protecteddomainservices.com is associated with about 1 domains

NS History: 1 change on 2 unique name servers over 1 year. IP History: 2 changes on 3 unique name servers over 1 years.

Whois History: 2 records have been archived since 2007-12-10. Reverse IP: 1 other site is hosted on this server.

Monitor Domain: Set Free Alerts on offersaregreat.com Free Tool: Download DomainTools for Windows

### Whois Record

Domain Name: offersaregreat.com Spot Domain LLC Registrar:

Expiration Date: 2008-12-08 00:00:00 Creation Date: 2007-12-08 11:08:49

Name Servers:

ns1.domainsite.com ns2.domainsite.com ns3.domainsite.com

# Symbol Key Available

Available (Previously registered) Registered (Active website) Registered (Parked or redirected) Registered (No website)

On-Hold (Generic) On-Hold (Redemption Period) On-Hold (Pending Delete)

Monitor Preview No preview Buy this (Available)

Buy this (Bid at auction)



# Customize This Page

Select the items you want to be shown on this page.

▼ Front Page ✓ Server Data **▼** Exclusive

✓ Indexed Data ▼ Registry Data **▼** Whois Record

delete all

Data

# Shopping Cart

# Removed from Cart



Domains for Sale Domain Price Offers Daily.com \$199.00 ns4.domainsite.com

REGISTRANT CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver СО 80230 US Email Address:

7ca10506c7e690d13b91404a5aca21cfeaf49291@protecteddomainservices.com

ADMINISTRATIVE CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver СО 80230 US Email Address:

7ca10506c7e690d13b91404a5aca21cfeaf49291@protecteddomainservices.com

TECHNICAL CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

7 ca 10506 c7 e690 d13 b91404 a5 aca 21 cfeaf 49291 @protected domains ervices. com a comparable of the comparable of

BILLING CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US

Email Address:

7ca10506c7e690d13b91404a5aca21cfeaf49291@protecteddomainservices.com





Do you own high-quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| PrivateOffers.com    | \$250.00   |
|----------------------|------------|
| Offers.us            | \$250.00   |
| OffersMarket.com     | \$500.00   |
| OnlyOffers.com       | \$500.00   |
| PetOffers.com        | \$999.00   |
| TenderOffers.com     | \$1,000.00 |
| CommercialOffers.com | \$1,388.00 |
| InsideOffers.com     | \$1,488.00 |
| StoreOffers.com      | \$1,788.00 |
| ZippyOffers.com      | \$1,888.00 |

### Domains At Auction

| Domain                  | Auction<br>Date |
|-------------------------|-----------------|
| MoralDeals.com          | 02-28-2008      |
| BigDealsGuy.com         | 02-28-2008      |
| AmericanDreamDeals.com  | 02-28-2008      |
| RosyDeals.com           | 02-28-2008      |
| CheeryDeals.com         | 02-28-2008      |
| ExtraGreatDeals.com     | 02-28-2008      |
| DealsSearched.com       | 02-28-2008      |
| TomorrowOffers.com      | 02-28-2008      |
| MyDealsSpace.com        | 02-28-2008      |
| FutureCardOffers.com    | 02-28-2008      |
| TomorrowsOffers.com     | 02-28-2008      |
| AppleCellDeals.com      | 02-28-2008      |
| <u>DealsOnDenim.com</u> | 02-28-2008      |

| Domain             | Created    |
|--------------------|------------|
| <u>Offe</u>        | 1998-07-31 |
| Off D Wall         | 1999-09-08 |
| Offduty Web        | 2001-11-28 |
| Off Earth          | 2003-07-18 |
| Off Earth Movement | 2004-10-22 |
| Off Dvd            | 2005-03-21 |
| Offe - Bay         | 2005-07-14 |
| Off Earth Designs  | 2005-11-21 |
| Of Fea             | 2006-01-13 |
| Off Du Y Travel    | 2006-01-20 |
| Offduty Wear       | 2006-03-02 |
| Of Fear            | 2006-05-10 |
| Off D Walls        | 2006-05-31 |
| Offduty Usa        | 2006-11-03 |
| Offe 2008          | 2006-12-04 |



### Whois Record for Receive4free.com (Receive 4 Free )

### Front Page Information

Website Title: None given.

AboutUs: Wiki article on Receive4free.com

### Add Missing Thumbnail: Queue Thumbnail For Addition

Other TLDs Hide Key .net .org .biz .info

### Registry Data

ICANN Registrar: SPOT DOMAIN LLC DBA DOMAINSITE.COM

Created: 2007-11-07 Expires: 2008-11-07

Registrar Status: clientDeleteProhibited Registrar Status: clientTransferProhibited Registrar Status: clientUpdateProhibited

Name Server: NS1.DOMAINSITE.COM (has 84,619 domains)

Name Server: NS2.DOMAINSITE.COM Name Server: NS3.DOMAINSITE.COM Name Server: NS4.DOMAINSITE.COM Whois Server: whois.domainsite.com

#### Server Data

IP Address: 216.235.167.133 W R P D T

IP Location - Florida - Miami - Basin Electric Power Coop

Response Code: Blacklist Status: Clear

Domain Status: Registered And Active Website

#### DomainTools Exclusive

Registrant "Protected Domain Services" owns about 407,643 other domains

Search:

Email Search: 157a9013537366f2950845b96dc0bccf1c775223@protecteddomainservices.com

is associated with about 1 domains

NS History: 3 changes on 3 unique name servers over 3 years. IP History: 1 change on 2 unique name servers over 1 years. Whois History: 1 record has been archived since 2007-11-09.

Dedicated receive4free.com is hosted on a dedicated server.

Hosting:

Monitor Domain: Set Free Alerts on receive4free.com

Free Tool: Download DomainTools for Windows

### Whois Record

Domain Name: receive4free.com Registrar: Spot Domain LLC

Expiration Date: 2008-11-07 00:00:00 2007-11-07 14:31:51 Creation Date:

Name Servers:

ns1.domainsite.com ns2.domainsite.com ns3.domainsite.com

### Symbol Key

.com

Available

Available (Previously registered) Registered (Active website) Registered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period) On-Hold (Pending Delete)

Monitor Preview

> No preview Buy this (Available)

Buy this (Bid at auction)



#### Customize This Page

Select the items you want to be shown on this page.

▼ Front Page

✓ Server Data

✓ Indexed Data ✓ Registry Data

Exclusive

✓ Whois Record

delete all

Data

### Shopping Cart

Removed from Cart



Domains for Sale Domain Price WeReceive.com \$50.00

#### ns4.domainsite.com

REGISTRANT CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

157a9013537366f2950845b96dc0bccf1c775223@protecteddomainservices.com

ADMINISTRATIVE CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver СО 80230 US Email Address:

157a9013537366f2950845b96dc0bccf1c775223@protecteddomainservices.com

TECHNICAL CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US Email Address:

157a9013537366f2950845b96dc0bccf1c775223@protecteddomainservices.com

BILLING CONTACT INFO Protected Domain Services 125 Rampart Way Suite 300 Denver CO 80230 US

Email Address: 157a9013537366f2950845b96dc0bccf1c775223@protecteddomainservices.com





Do you own high-quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - every attendee has a guaranteed-acceptance slot of one domain in the Live Auction.

Submit a Domain - Sign up for the Roundtable.

| ReceiveLoan.com        | \$200.00   |
|------------------------|------------|
| <u>FileReceive.com</u> | \$270.00   |
| ReceiveLeads.com       | \$475.00   |
| ReceiveJustice.com     | \$488.00   |
| ReceiveChrist.com      | \$688.00   |
| ReceiveFunding.com     | \$1,088.00 |
| ReceiveCapital.com     | \$1,488.00 |
| ReceiveIncome.com      | \$1,488.00 |
| ReceiveNow.com         | \$1,588.00 |
| Net Receive.com        | \$1,588.00 |

#### Domains At Auction

| Domain                  | Auction Date |
|-------------------------|--------------|
| <u>ValueGet.com</u>     | 02-28-2008   |
| <u>GetJoey.com</u>      | 02-28-2008   |
| <u>GetGoodValue.com</u> | 02-28-2008   |
| XxxGetOff.com           | 02-28-2008   |
| XxxGetOff.net           | 02-28-2008   |
| <u>GetWebCam.com</u>    | 02-28-2008   |
| <u>GetCam.net</u>       | 02-28-2008   |
| <u>GetWebCams.com</u>   | 02-28-2008   |
| GetHeKey.com            | 02-28-2008   |
| <u>GetaclAss.com</u>    | 02-28-2008   |
| <u>GetHipps.com</u>     | 02-28-2008   |
| GetsPonsoredNow.com     | 02-28-2008   |
| GetCamera.net           | 02-28-2008   |

#### Compare Similar Domains

| Domain           | Created    |
|------------------|------------|
| Recd Y N         | 2000-06-22 |
| Rece             | 2000-11-20 |
| Rece 2           | 2001-05-18 |
| Recd Vd          | 2001-10-27 |
| Rece As          | 2001-11-10 |
| Recd Vr          | 2003-05-03 |
| Recd Rug         | 2003-05-29 |
| Recd S           | 2003-12-12 |
| Rece And Nichols | 2004-06-30 |
| Recd Rugs        | 2005-03-08 |
| Rece Al          | 2005-05-28 |
| Recear Ch        | 2005-10-17 |
| Rece - Work      | 2006-04-14 |
| Rece And Co      | 2006-04-19 |
| Recd Ross        | 2006-08-25 |

### Starcrs.com on 2008-02-24 - Domain History

starcrs.com - Domain History Domain:

Cache Date: 2008-02-24

Registrar: REGISTER.COM, INC.

Registrant Search: Click on an email address we found in this whois record

to see which other domains the registrant is associated

rhsvkfdbmv@whoisprivacyprotect.com

```
Domain name: starcrs.com
Administrative Contact:
  Whois Privacy Protection Service, Inc.
  Whois Agent (rhsvkfdbmv@whoisprivacyprotect.com)
  +1.9027492060
  Fax: +1.9027495405
  PO Box 841
  C/O starcrs.com
  Yarmouth, NS B5A 4K5
Technical Contact:
  Whois Privacy Protection Service, Inc.
  Whois Agent (rhsvkfdbmv@whoisprivacyprotect.com)
  +1.9027492060
  Fax: +1.9027495405
  PO Box 841
  C/O starcrs.com
  Yarmouth, NS B5A 4K5
  CA
Registrant Contact:
  Whois Privacy Protection Service, Inc.
   Whois Agent (rhsvkfdbmv@whoisprivacyprotect.com)
  +1.9027492060
  Fax: +1.9027495405
  PO Box 841
  C/O starcrs.com
  Yarmouth, NS B5A 4K5
Status: Locked
Name Servers:
  dns01.gpn.register.com
  dns02.gpn.register.com
  dns03.gpn.register.com
  dns04.gpn.register.com
  dns05.gpn.register.com
Creation date: 17 Jan 2008 17:22:11
```

Expiration date: 17 Jan 2009 17:22:11

01

Co Daddy...

HURRY!

DOMAIN NAME



## Whois Record for Webfreegifts.com (Web Free Gifts)

Front Page Information Thumbnail: 2006-05-

Website Title: None given.

AboutUs: (a) Wiki article on Webfreegifts.com

### Registry Data

Server Data

ICANN Registrar: SPOT DOMAIN LLC DBA DOMAINSITE.COM

Created: 2007-10-31 Expires: 2008-10-31

Registrar Status: clientDeleteProhibited Registrar Status: clientTransferProhibited Registrar Status: clientUpdateProhibited

Name Server: NS1.DOMAINSITE.COM (has 84,619 domains)

Name Server: NS2.DOMAINSITE.COM Name Server: NS3.DOMAINSITE.COM Name Server: NS4.DOMAINSITE.COM Whois Server: whois.domainsite.com

# Queue this Domain for Update

#### Other TLDs

Hide Key

.org .biz .info .com .net .us

Response Code: Blacklist Status: Clear

Domain Status: Registered And Active Website

IP Address: 209.62.245.71 W R P D T

#### DomainTools Exclusive

Registrant "Protected Domain Services" owns about 407,643 other domains

IP Location - New York - New York - Basin Electric Power Coop

Email Search: 1a185c50bf3be85253555b3ac0df97fb3b46e24c@protecteddomainservices.com

is associated with about 1 domains

Registrar 2 registrars

History:

NS History: 18 changes on 11 unique name servers over 6 years. IP History: 11 changes on 7 unique name servers over 3 years.

Whois History: 2 records have been archived since 2007-11-01.

Reverse IP: 2 other sites hosted on this server. 

Free Tool: Download DomainTools for Windows

#### Whois Record

Domain Name: webfreegifts.com

#### Symbol Key

Available

Available (Previously registered)

Registered (Active website)

Registered (Parked or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

On-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)



Webfreegifts.com - Web@s@ft3:08-cv-01566-SC

Expiration Date: 2008-10-31 00:00:00 Creation Date: 2007-10-31 05:38:53

Name Servers:

ns1.domainsite.com
ns2.domainsite.com
ns3.domainsite.com
ns4.domainsite.com

REGISTRANT CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US

Email Address:

1a185c50bf3be85253555b3ac0df97fb3b46e24c@protecteddomainservices.com

ADMINISTRATIVE CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

1a185c50bf3be85253555b3ac0df97fb3b46e24c@protecteddomainservices.com

TECHNICAL CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

1a185c50bf3be85253555b3ac0df97fb3b46e24c@protecteddomainservices.com

BILLING CONTACT INFO
Protected Domain Services
125 Rampart Way
Suite 300
Denver
CO
80230
US
Email Address:

1a185c50bf3be85253555b3ac0df97fb3b46e24c@protecteddomainservices.com



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Submit a Domain - Sign up for the Roundtable



#### Customize This Page

Select the items you want to be shown on this page.



✓ Indexed Data✓ Registry Data✓ Whois Record

Data

#### Shopping Cart

#### Removed from Cart



# ш

### Domains for Sale delete all

| Domain                    | Price      |
|---------------------------|------------|
| RightGifts.com            | \$85.00    |
| NiceGifts.com             | \$200.00   |
| MasterGifts.com           | \$550.00   |
| AlphaGifts.com            | \$750.00   |
| <u>AirGifts.com</u>       | \$1,000.00 |
| <u>LeeGifts.com</u>       | \$1,000.00 |
| <u>UnlimitedGifts.com</u> | \$1,188.00 |
| <u>LivingGifts.com</u>    | \$1,300.00 |
| Secure Gifts.com          | \$1,588.00 |
| <u>GiftsClub.com</u>      | \$1,588.00 |
| <u>ChooseGifts.com</u>    | \$1,688.00 |

#### Domains At Auction

| Domain                         | Auction<br>Date |
|--------------------------------|-----------------|
| RarePresents.com               | 02-28-2008      |
| GayWorldGifts.com              | 02-28-2008      |
| RosyGifts.com                  | 02-28-2008      |
| RacingPlusGifts.com            | 02-28-2008      |
| BostonBabyGifts.com            | 02-28-2008      |
| RosyPresents.com               | 02-28-2008      |
| IrishMikesGifts.com            | 02-28-2008      |
| RedRoosterGifts.com            | 02-28-2008      |
| <u>LoganHouseGifts.com</u>     | 02-28-2008      |
| <u>PromotionalGifts.net</u>    | 02-28-2008      |
| EmmausGifts.com                | 02-28-2008      |
| PromoGiftsUsa.com              | 02-28-2008      |
| <u>GiftsOfNatureOnline.com</u> | 02-28-2008      |

### Compare Similar Domains

| Domain             | Created    |
|--------------------|------------|
| Web F 1            | 1998-05-18 |
| Web F              | 2000-01-19 |
| Web F 1 Consulting | 2000-09-20 |
| Web Ez Y           | 2002-11-14 |
| Web F 6            | 2003-05-23 |
| Web Ez Zou Ar      | 2003-07-11 |
| Web Ez Y 123       | 2003-10-22 |
| Web Ez Y Templates | 2004-07-04 |
| Webe Zz            | 2005-03-27 |
| Web F 5            | 2005-04-16 |
| Web F 1nd Spot     | 2005-06-11 |
| Web Fa             | 2005-08-03 |
| Webe Zz Y          | 2005-08-04 |
| Web Ez Y Host      | 2005-10-06 |
| Web F 1 Home       | 2006-11-21 |

### **Domainsite Domain Name Registration Agreement**

- 1. INTRODUCTION. In this Registration Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and "we", "us" and "our" refer to Spot Domain LLC dba Domainsite.com and "VeriSign" refers to VeriSign, Inc. This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional service(s) we offer or to modify or cancel your service(s) with us (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in Denver, Colorado, the location of our principal place of business.
- 2. VARIOUS SERVICES. Paragraphs 1 through 27 are applicable to any and all of the services you have chosen. The terms and conditions set forth in the lettered paragraphs at the end of this Agreement apply only to customers who have selected services other than our domain name registration services.
- 3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you have selected, you agree to pay us the applicable service(s) fees set forth on our Web site at the time of your selection. All fees are due immediately and are non-refundable. We may take all remedies available to us in order to collect fees owed. Unless otherwise specified, each service purchased from us is for a two-year initial term and renewable in perpetuity thereafter for successive one-year terms. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us.
- 4. ACCURATE INFORMATION. As further consideration for our service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the application process; and (2) maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to license the use of our domain name registration services to a third party, you will remain our customer and you are responsible for complying with all terms and conditions of this Agreement. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the domain name system, you hereby grant us the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. We are also required, as are all accredited domain name registrars, to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
- 5. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change the types of or terms of any of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on our Web site, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web site, including the current version of this Agreement available on our Web site, to become aware of any such revisions.

- Case 3:08-cv-01566-SC Document 1-16 Filed 03/21/2008 Page 2 of 26 6. MODIFICATIONS TO YOUR ACCOUNT. In order to change any of your account information with us, you must use the Account Number and the Password that you selected if you opened your account with us through our online application process. Please safeguard your Account Number and Password or security authentication option from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password or security authentication option.
- 7. DOMAIN NAME DISPUTE RESOLUTION POLICY. If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute resolution policy that is incorporated herein and made a part of this Agreement by reference. The policy has been adopted by the Internet Corporation for Assigned Names and Numbers (ICANN). The current version of the policy may be found at our web site: http://www.domainsite.com/dispute\_policy.php. Please take the time to familiarize yourself with that policy.
- 8. DOMAIN NAME DISPUTE RESOLUTION POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute resolution policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
- 9. DOMAIN NAME DISPUTES. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute resolution policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may prohibit you from making changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name in a holding account until such litigation is concluded.
- 10. AGENTS. You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.
- 11. NOTICES AND ANNOUNCEMENTS. You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please visit http://www.domainsite.com/tools/optout.php.
- 12. LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any service(s) provided by us under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Spot Domain LLC dba Domainsite.com and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6)

Case 3:08-cv-01566-SC Document 1-16 Filed 03/21/2008 Page 3 of 26 loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your Web site; (8) loss or liability from your inability to use our service; (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration (renewal)fee; or (10) loss or liability as a result of the application of our dispute resolution policy.

- 13. INDEMNITY. You agree to release, indemnify, and hold us, in our capacities as the registry and a registrar, and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) of third parties relating to or arising under this Agreement, the services provided hereunder or your use of the services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.
- 14. VERISIGN INDEMNITY. You hereby agree to indemnify, defend and hold harmless VeriSign, Inc., and its directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration.
- 15. BREACH. You agree that your failure to abide by any provision of this Agreement, any of our operating rules or policies, the dispute resolution policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration, may be considered by us to be a material breach of this Agreement and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.
- 16. NO GUARANTY. You agree that the registration of your chosen domain name, in itself, does not confer immunity from objection to either the registration or use of your domain name.
- 17. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name registration record, and (v) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is" and "as available" basis.
- 18. DISCLAIMER OF WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO

Case 3:08-cv-01566-SC Document 1-16 Filed 03/21/2008 Page 4 of 26 THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- 19. REVOCATION. You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration (and any additional services) in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.
- 20. RIGHT OF REFUSAL. You agree that we may, in our sole discretion and without liability to you, refuse to accept the registration of any domain name. We may also in our sole discretion and without liability to you, delete the registration of any domain name during the first sixty days after the initial registration date. In the event that we refuse a domain name registration, or delete an existing registration during the first sixty days after the initial registration date, you will receive a refund of fees paid to us for such registration. Spot Domain may also cancel the registration of a domain name, after the initial sixty-day period, if that name is being used in association with spam or objectionable (either morally or otherwise)activities.

  Objectionable activities may include, but are not limited to: activities designed to defame, abuse, threaten, or harass third parties; activities prohibited by the laws of the United States; activities prohibited in foreign territories in which you conduct business; activities designed to encourage unlawful behavior by others; activities that are tortuous, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; and activities designed to impersonate the identity of a third party. In the event that we delete the registration of a domain name being used in association with spam or objectionable activities, no refund will be issued.
- 21. DOMAIN NAME EXPIRATION; GRACE PERIOD; IP ADDRESS CHANGES; REDEMPTION PERIOD; RENEWAL AND TRANSFER. You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. We do not auto renew domain names. As the owner of the domain you must specifically renew each domain with us. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts our temporary parking page that may include, among other things, advertisements for Domainsite.com's products or services, third party advertisements, and interfaces to other web pages including search engines. You agree that we may place our contact information in the WHOIS output for the expired domain name. Should you choose not to renew your domain name during any applicable grace period, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party or delete the domain. Domain names that have not been renewed, and for which a decision has been made to delete, will be deleted between 35 and 45 days after the expiration date. Any domain that gets deleted enters redemption period, if supported by the registry. During this time, generally 30 days, the previous owner of the domain can redeem the registration for \$120 USD.
- 22. PARKED DOMAINS. Every time you register a domain name with Domainsite.com, your name will be pointed to our "Future Home of...." page, which acts as a place holder for your domain name's future web page. This page may contain third-party advertisements, links to other products and services offered by DomainSite.com, and interfaces to other web pages, including search engines, among other things. You will not receive notice regarding the additional content located on the Future Home Of page, and such content may be modified at any time. If you would like a preview of such a Future Home Of page, click here. If you have any objection to having your newly registered domain name pointed to a Future Home Of page, please let our Customer Service department know by clicking here support@domainsite.com.
- 23. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.
- 24. ENTIRETY. You agree that this Agreement and the rules and policies published by us, including without limitation our dispute resolution policy and our privacy statement, comprise the complete and exclusive agreement between you and us regarding our services. This Agreement, along with our rules and policies, supersede all prior agreements and understandings, oral or written, whether established by custom, practice, policy or precedent.

- 25. TRANSFER AND ASSIGNMENT. You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions provided on our website and incorporated herein. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.
- 26. GOVERNING LAW; VENUE. You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the United States of America and the State of Colorado, as if this Agreement shall have been entered into and performed in its entirety within such state. You agree that any action relating to or arising out of this Agreement, or any matter relating to your use of our website, shall be brought in the United States District Court for the District of Colorado or, if there is no jurisdiction in such court, then in a Colorado state court located within the City and County of Denver, Colorado. Notwithstanding the foregoing, with respect to the adjudication of disputes between you and a third party regarding the use of any domain names registered pursuant to this Agreement, you agree that you shall (a) abide by the terms of the Uniform Domain Name Dispute Resolution Policy (the "UDRP") (as described in our dispute resolution policy) or any similar ccTLD policy, and (b) submit to the jurisdiction of (i) the courts of the state where you reside, and (ii) the courts of the State of Colorado, located within the City and County of Denver.
- 27. AGREEMENT TO BE BOUND. By applying for service(s) through our online application process or by applying for and registering a domain name as part of our e-mail template application process or by using the service(s) provided by us pursuant to this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by us.
- 28. SAFE HARBOR PROVISIONS. Spot Domain LLC d/b/a domainsite.com, as an online service provider and an Internet domain name registrar, adheres to Section 512 of the Copyright Act, pursuant to Title II of the Digital Millennium Copyright Act (DMCA), and all other US and international laws. You, the registrant of a domain name hereunder, and any potentially aggrieved third parties, should understand that we provide services through an automated computer process, without modification or review by us. We do not and could not possibly review all registrations. As such, you must adhere to the notification and disabling process listed herein and forever agree to indemnify Spot Domain LLC d/b/a domainsite.com from any damages caused by this notification and disabling process and any other damages which derive from your bad acts or the actions of a third party, whether their actions are right or wrong and whether or not such actions come about as a result of your acts.

### The disabling notification process:

If a third party notifies us in writing that you have acted in a fashion which they believe violates their legal rights or if we are notified by the authorities (a governmental agency) that you have violated such third party's legal rights or committed a criminal act as a direct result of your registration or use of a domain name, we will:

- 1. Freeze the DNS of that domain;
- 2. Forward to you a copy of the written complaint from the third party or authority to you;
- 3. You will have twenty (20) days to respond to the allegation;
- 4. If you respond to the allegation with a denial we will reinstate your control over the domain;
- 5. If you do not respond within 20 days we will send you a certified letter, return receipt requested, with a copy of the third party notification as well as our notification that we will completely disable your domain if you do not respond within 60 days of the date of our initial notification to you;
- 6. If the third party or legal authority takes legal action against you we will continue to keep the DNS frozen until told to do otherwise through a court or administrative agency order.

Third parties and legal authorities: If you wish to complain about one of our registrant's use of a particular domain name you must, in writing, make specific legal allegations and forward said allegations to us via both e-mail to support@domainsite.com and certified return receipt letter to: Spot Domain LLC d/b/a Domainsite.com, Attn. Legal, 125 Rampart Way Suite 300, Denver CO 80230.

We hereby state that we have no knowledge of any wrongdoing and are not receiving any financial benefit beyond our normal fees for the registration of any particular domain.

A.Additional Provisions for RegistryPro .Pro registration and Use (all terms as defined in the Registry.Pro Registration Agreement):

- a) You represent and warrant that the data provided in the Registered Name or Defensive Registration application is true, correct, up to date, and complete; and that the registrant will at all times during the term of its registration keep the information provided above up to date;
- b) You represent and warrant that the registration satisfies the applicable .pro restrictions at the time of registration;
- c) You represent and warrant that the Registered Name registration satisfies the digital security requirements stated in Appendix L of the Registration Agreement;
- d) You agree to be subject to the Qualification Challenge Policy and the Uniform Domain Name Dispute Resolution Policy (the "UDRP");
- e) You agree not to make any representation to any person or entity that expressly or impliedly conveys that the registration of the Registered Item in any way signifies or indicates that the Registered Item Holder possesses any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;
- f) You certify that the Registered Item Holder has the authority to enter into the Registration Agreement;
- g) For applications during the Sunrise Period, you certify that the registration qualifies for a Sunrise Registration, as set forth in Appendix J of the Registry Agreement;
- h) For Intellectual Property Defensive Registrations, including Sunrise Registrations, you agree to be subject to the Intellectual Property Challenge Defensive Registration Challenge Policy;
- i) You agree to the use, copying, distribution, publication, modification and other processing of Registered Item Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 of the Registry.Pro Registration Agreement;
- j) You acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation: (i) the ability or inability of any registrant to obtain a Registered Item during these periods, and (ii) the results of any dispute over a Sunrise Registration;
- k) You acknowledge that the Registrar reserves the right to reject any application to register a Registered Item for any reason or no reason, including but not limited to if either Registrar or Registry Operator reasonably believes it does not satisfy the conditions for a Registration (including the Sunrise Registration Conditions or .pro eligibility requirements).
- You, as the Registered Item Holder, acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
- (i) The Uniform Domain Name Dispute Resolution Policy, available at http://www.icann.org/dndr/udrp/policy.htm;
- (ii) (For registration agreements relating to Intellectual Property Defensive Registrations, including Sunrise Registrations:)The Intellectual Property Defensive Registration Challenge, available at <a href="http://www.icann.org/dndr/prosdrp/policy.htm">http://www.icann.org/dndr/prosdrp/policy.htm</a>;
- (iii) The Qualification Challenge Policy and Rules, available at <a href="http://www.icann.org/dndr/proqcp/policy.htma">http://www.icann.org/dndr/proqcp/policy.htma</a> nd <a href="http://www.icann.org/dndr/proqcp/policy.htma">
- (iv) The .pro TLD restriction requirements;
- (v) For registrations of Registered Names, the .pro TLD digital certification requirements; and

- Case 3:08-cv-01566-SC Doct (vi) Procedures for any applicable Verification Toolkit.
- l) You agree to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by RegistryPro and its designees and agents in a manner consistent with the purposes specified pursuant to Section 2.6 of the Registry.Pro Registration Agreement;
- m) You represent and warrant that you meet the applicable .Pro registration requirements within the Jurisdiction and agree that, during the term of the registration, you will continue to meet such requirements and that you will promptly notify the Registrar if you no longer meet such requirements;
- n) You acknowledge that RegistryPro is a third party beneficiary of the Domainsite Domain Name Registration Agreement with the right to enforce those provisions of the Registration Agreement that affect it;
- o) You acknowledge that Registrar shall be solely responsible for providing Applicant with services with respect to (a) its application for a Registered Name and (b)in the event such application is accepted, for all ongoing services with respect to its issued Registered Name. Applicant further acknowledges that RegistryPro shall have no obligation to provide such services to Applicant. Applicant agrees that it has no contractual relationship whatsoever with RegistryPro and that Applicant is not a third party beneficiary of any agreement between RegistryPro and Registrar. Applicant further agrees that RegistryPro will have no legal, equitable or other liability of any kind to Applicant.
- p) Applicant acknowledges that if, pursuant to the performance of the initial verification services or annual reverification services, Registrar determines that Applicant does not meet or does not continue to meet the applicable .Pro registration requirements, Registrar shall be entitled to retain a processing fee of \$150 in connection with the performance of the initial verification services and \$150 in connection with the performance of the annual reverification services.

You as the Registered Item Holder represent and warrant that, at all times during the term of Registered Item registration, you meet the .pro registration requirements set forth by Registry Operator for the registration of the Registered Item Holder's registration. The Registered Item Holder is required to provide prompt notice to Registrar if you fail to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to Registered Item Holder, suspend, cancel or modify a Registered Item Holder's registration if, at any time, the Registered Item Holder fails to meet the registration requirements for such domain name or Defensive Registration.

.Pro registrants self-certify that they are professionals and neither this organization nor the Registry Operator can attest to its accuracy. The relevant jurisdiction's licensing body or office of professionals should be contacted to obtain information about a .Pro registrant's licensing status and qualifications. Neither Registrar nor RegistryPro (the operator of the .Pro registry) is (i) a referral service, a partner with, or agent of any .Pro registrant (nor is there any endorsement of any .Pro registrant, the content on a .Pro web site or advice given by a .Pro registrant); or (ii)giving any legal, medical, accounting or other professional advice.

The data contained in RegistryPro's WHOIS database, including but not limited to data regarding a registrant's stated profession, is provided "as is" with no guarantee or warranties regarding its timeliness or accuracy. For information about Digital Certificates please see the .Pro Certificate Practices Statement, available at www.registrypro.com.

B.Additional Provisions for .Name TLD registration and Use.

- a) You represent and warrant that every registration you are applying for in the .name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at <a href="http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm">http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm</a>.
- b) You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <a href="http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm">http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm</a>.
- c)In addition to any of the other limitations of liability contained herein, you agree that neither the .name registry nor Spot Domain LLC dba Domainsite.com shall have any liability of any kind for any loss or liability resulting from the processing of registration requests prior to live SRS or any dispute over any Registered Name, SLD E-mail Address, Defensive Registration,

Case 3:08-cv-01566-SC Document 1-16 Filed 03/21/2008 Page 8 of 26 or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.

C.Additional Provisions for .info Registrations.

Registered Name Holder indemnifies, defends and holds harmless Afilias Limited, the .INFO Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. This indemnification obligation survives the termination or expiration of the Registration Agreement.

As the registered name holder of a .info name you agree to:

- (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Afilias Limited, the .INFO Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 of the .INFO Registration Agreement;
- (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP");
- (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and
- (iv) acknowledge that Afilias Limited, the .INFO Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
- D. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to: Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide.

Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.

E.Additional Provisions for .CO.UK, .ORG.UK, .ME.UK Registrations:

http://www.nominet.org.uk/ref/terms.html

E.Additional Provisions for .AC Registrations:

http://www.nic.ac/terms.html

F.Additional Provisions for .AT Registrations:

http://www.nic.at/en/agb/ag\_agb.asp

G.Additional Provisions for .BE Registrations:

http://www.dns.be/eng/DomainInfo/enduser termsandconditions.htm

H.Additional Provisions for .CC Registrations:

http://www.enic.cc/en/policies/policies.shtml

I.Additional Provisions for .DE Registrations:

http://www.denic.de/en/bedingungen.html

J.Additional Provisions for .IT Registrations:

http://www.nic.it

K.Additional Provisions for .IO Registrations:

http://www.nic.io/terms.html

L.Additional Provisions for .JP Registrations:

http://jprs.jp

M.Additional Provisions for .COM.MX Registrations:

http://www.nic.mx/es/Politicas.Dominios

N.Additional Provisions for .NL Registrations:

http://www.domain-registry.nl

O.Additional Provisions for .CO.NZ, .ORG.NZ, .NET.NZ Registrations:

http://www.domainz.net.nz/Domainz.asp?Content=Terms

P.Additional Provisions for .SH Registrations:

http://www.nic.sh/terms.html

Q.Additional Provisions for .TM Registrations:

http://www.nic.tm/terms.html

R.Additional Provisions for .TV Registrations:

http://www.tv/en/policies/policies.shtml

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder.s domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder.s domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. (. dotmobi.), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to [Registrar.s name] Spot Domain LLC DBA Domainsite.com being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring

Case 3:08-cv-01566-SC Document 1-16 Filed 03/21/2008 Page 10 of 26 responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (<a href="www.mtld.mobi">www.mtld.mobi</a>) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (<a href="www.mtld.mobi">www.mtld.mobi</a>) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)



WHOIS 🥾

Toll-free: 1-800-688-6311 Email: support@moniker.com

HOME REGISTER DOMAINS TRANSFER DOMAINS ORDER PRODUCTS

WEB HOSTING/EMAIL

**BACKORDER DOMAINS** 

PROMOTE YOUR SITE

**PARTNERS** 

**Domain Name Services** 

My Account

My Domains

**Fund Account** 

**Status Center** 

**Shopping Cart** 

Help

Help

#### REGISTRATION AGREEMENT

Registration Agreement and its in the Registration Agreement and its income in the Registration Agreement and Agreement and Agreement and Agreement and Agre

For domain escrow terms, please click here For domain appraisal terms, please click here

#### MONIKER REGISTRATION AGREEMENT (REGISTRAR SERVICES)

MONIKER ONLINE SERVICES, LLC / MONIKER IS AN ACCREDITED REGISTRAR WITH THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN") FOR VARIOUS GENERIC TOP-LEVEL DOMAIN NAMES INCLUDING .COM, .NET, .ORG, .INFO, AND .BIZ ("TLD'S").

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (THE "UDRP"), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

#### 1. INTRODUCTION

This AGREEMENT between Moniker Online Services, LLC Inc. (hereinafter referred to as "Moniker") and Account Holder (hereinafter referred to as "Client", "you" and "your")

WHEREAS Moniker provides the services including but not limited to Domain Name Registration Service, DNS Services, Domain Sales & Escrow Services, Domain Traffic Monitoring & Monetization Services, Web Hosting, Email Service, and File Upload Service (the "Services"); and

WHEREAS Client desires to subscribe to the Service(s) on the terms and conditions contained herein;

By selecting Moniker's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Moniker service(s) or to modify or cancel your Moniker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at the location of our principal place of business in Pompano Beach, Florida.

#### 2. SECURITY

When you register a domain name with us through our e-mail, web, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your domain name registration records (including your contact records and host records) from unauthorized changes.

Client is entirely responsible for maintaining confidentiality of the password and account security settings; all consequences of voluntary disclosure of password and account information; any and all activities that occur under Client's account.

#### 3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees set forth on our Web site at the time of your selection unless otherwise contracted. All fees are due immediately and are non-refundable, including the pre-funding of your account. Initial domain name registrations & services and domain name registrations & services that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, or be modified in any way, including modifications to request Moniker to affect the domain name record to provide domain name services. Domain name registrations & services in an unpaid status will be manually or automatically deleted at any time. Moniker may take all remedies available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your domain names if they are in unpaid status. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration or change of ownership with us. We will attempt to provide you notice by email and/or phone call, to the listed account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided hereunder, Moniker is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit card information you provide to Moniker and must promptly inform Moniker of any changes thereto (e.g., change of expiration date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are renewed. Moniker shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

#### 4. ACCURATE INFORMATION

As further consideration for the Moniker service(s), you agree to:

Provide certain true, current, complete and accurate information about you as required by the application process; and maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account, legal matters, and our services. Our privacy statement, located on our Web site at http://www.moniker.com/help/privacy.jsp and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We may or may not post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

- a. the purposes for which such third party's personal data has been collected,
- b. the intended recipients or categories of recipients of the third party's personal data.
- c. which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
- d. how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such license upon request by any person who provides reasonable evidence of actionable harm. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Moniker the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- a. the domain name(s) registered by you;
- b. your name and mail address;
- c. the name(s), mail address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s);
- d. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
- e. the corresponding names of those nameservers;
- f. the original creation date of the registration; and
- g. the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

#### a. Disclosure and Use of Information

You acknowledge and agree that, pursuant to Moniker.com's Privacy Policy (please click here to see Moniker.com's Privacy Policy), Moniker.com may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or

apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Moniker.com, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Moniker.com may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Moniker.com may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Moniker.com. Please click here to refer to Moniker.com's bulk WHOIS data policies and click here if you would like your WHOIS information made available for bulk access. Moniker.com reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Moniker.com.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Moniker.com will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Moniker.com will have no liability to you or any third party to the extent such reasonable precautions are taken.

#### b. Communications

You acknowledge and agree that communications with Moniker.com are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Moniker.com

#### 5. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

- a. revise the terms and conditions of this Agreement; and/or
- b. change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker' Web sites, or upon notification to you by e-mail or mail.
- c. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are owed to us for any expired services that are in unpaid status. By continuing to use Moniker' services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by:
- d. any agent, representative or employee of any third party that you may use to apply for our services; or
- e. on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

### 6. GRACE PERIOD; IP ADDRESS CHANGES; RENEWAL AND TRANSFER OF EXPIRED DOMAIN NAMES ON YOUR BEHALF.

Click here to review the Domain Deletion and Auto-Renew Policy

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Moniker product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email

after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. If we do pay you a portion of the Net Proceeds, they will be added to your Moniker account to be used for domain related services only. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

#### 7. NEW CUSTOMERS THROUGH A BACKORDER SERVICE.

Click here to review the Domain Deletion and Auto-Renew Policy

If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Moniker at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date, (not the date in which you took control of the domain name) for the domain name immediately prior to your purchase, as the registration is the result of a Post Term Renewal and Transfer. If you are registering a domain name through a backorder service and the domain name was not registered with Moniker at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Moniker or another registrar by the provider of the backorder service.

#### 8. MODIFICATIONS TO YOUR ACCOUNT

In order to change any of your account information with us, you must use your Account Number or User Name and the Password. Please safeguard your Account Number and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password.

#### 9. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: http://www.moniker.com/help/disputepolicies.jsp . Please take the time to familiarize yourself with that policy.

#### 10. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

#### 11. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with another registrar, a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until we are directed to do so by the judicial or administrative body, or we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the court by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall

submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

#### 12. AGENTS

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

#### 13. NOTICES AND ANNOUNCEMENTS

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@moniker.com.

#### 14. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Moniker and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Moniker services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option;

loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

loss or liability relating to the deletion of or failure to store e-mail messages;

loss or liability resulting from the development or interruption of your Website;

loss or liability from your inability to use our dot com mail service;

loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or

loss or liability as a result of the application of our dispute policy.

#### 15. INDEMNITY

You agree to release, indemnify, defend and hold Moniker, in our capacities as the registry and a registrar, and the applicable registry for any top-level domain in which you are applying for services hereunder, and any of our or their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

You agree to defend, indemnify and hold harmless Moniker Online Services, LLC and Moniker Online Services, Inc., its affiliates and business partners, and any applicable domain name registry, including without limitation VeriSign, Inc., Afilias Limited, NeuLevel, Inc., NeuStar, Inc., SITA and Public Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors and shareholders of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reasonable attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

#### 16. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(ies).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

You consent to the use, copying, distribution, publication, modification, and other processing of your Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afilias in its discretion.

You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for such domain name; failure to correct this information shall constitute a breach of this Agreement.

You acknowledge that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the .INFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afilias also reserve the right to lock a domain name during resolution of a dispute.

#### 17. BREACH

You agree that your failure to abide by any provision of this Agreement, any Moniker operating rule or policy, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Moniker service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

#### 18. NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

#### 19. REPRESENTATIONS AND WARRANTIES

You agree and warrant that:

the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time;

to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;

you have selected the necessary security option(s) for your domain name registration record; and

you are of legal age to enter into this Agreement.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

#### 20. DISCLAIMER OF WARRANTIES

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COM MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR DOT COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR DOT COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 21. REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

#### 22. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Moniker service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Moniker service(s), or we delete your domain name or other Moniker service(s) within five (5) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusal to register you for other Moniker service(s).

### 23. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

### 24. ENTIRETY

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersedeall prior agreements and understandings, whether established by custom, practice, policy or precedent.

#### 25. TRANSFER AND ASSIGNMENT

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: http://www.moniker.com/help/dtc.jsp, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the 61st day after initial registration or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system. When requesting to transfer your domain to (or from) Moniker to (or from) another Registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which you entered into a contract for registration services.

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

#### **26. GOVERNING LAW**

This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida and the federal laws of the United States. For all matters arising from this Agreement or your use of Moniker's services, including, but not limited to, claims in which your use of our domain name registration services is challenged by a third party, Client and Moniker agree to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. If there is no jurisdiction in the United States District Court for the Southern District of Florida, Miami Division, for any disputes between us under or arising out of this Agreement or your use of Moniker's services, you and we agree that jurisdiction shall be in the courts of Miami-Dade County, Florida. THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Moniker's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Moniker by writing;

Client and Moniker agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

#### 27. LANDING PAGES & PARKING PAGES

All domain names registered through Moniker and/or DomainSystems that are pointed to a "Coming Soon," For Sale, Search, or special Idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker and/or DomainSystems. These Web pages may be modified at any time by Moniker and/or DomainSystems without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Moniker and/or DomainSystems, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. You agree that DomainSystems and/or Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special Idle Web page, please notify our Customer Support team at support@moniker.com and/or DomainSystems, or use Moniker and/or DomainSystems's Domain Manager utility to forward your domain to another location.

#### 28. PROHIBITED CONDUCT

You agree that the following is a non-exclusive list of actions that are not permitted:

the uploading, posting or otherwise transmitting of any content on our Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

the impersonation of any person or entity, including, but not limited to, a Moniker official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

the uploading, posting or other transmittal any content that infringes anypatent, trademark, trade secret, copyright or other proprietary rights of any party;

the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalking" or otherwise harassing another;

collecting or storing personal data about other users;

promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to animals.

#### 29. AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker. at any time. These terms will continue to apply to all past use of the Service(s) by You, even if You are no longer using the Service(s). You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to You on the Service and may bar Your access to and use of the Service.

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker, being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

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Register Domain Names with Moniker Online Services, LLC

Total Domain Names on the eNom Platform: 10,000,214

Apply for a reseller account | log-in



whois | help

### > TERMS AND CONDITIONS >> id protect

### **ID Protection Service Agreement**

PLEASE READ THIS ID PROTECTION SERVICE AGREEMENT ("AGREEMENT") CAREFULLY. BY USING THE ID PROTECTION SERVICES ("IDP SERVICES"), YOU AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU AGREE THAT THE "SERVICE PROVIDERS" (DEFINED BELOW) MAY AMEND THIS AGREEMENT BY POSTING THE AMENDED AGREEMENT ON THE WEBSITE WHERE YOU OBTAINED THE IDP SERVICES. YOU AGREE THAT ANY NEW, DIFFERENT OR ADDITIONAL FEATURES THAT CHANGE THE IDP SERVICES WILL AUTOMATICALLY BE SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO, DO NOT USE, ACCESS, OR CONTINUE TO USE THE IDP SERVICES. CONTINUED USE OF THE IDP SERVICES AFTER CHANGES TO THIS AGREEMENT HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

This Agreement is by and between Whois Privacy Protection, Inc., a Nevada corporation ("Backend Service Provider"), the party, if any, other than the Backend Service Provider who makes the IDP Services available to you ("Primary Service Provider;" Backend Service Provider and Primary Service Provider, if any, being together referred to herein as the "Service Providers"), your heirs, executors, administrators, agents, successors and assigns ("You," "Your," and other appropriate formatives). This Agreement sets forth the terms and conditions of Your relationship with the Service Providers and Your use of the IDP Services. You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; (iii) anyone who uses the account You establish to obtain the IDP Services, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to obtain the IDP Services. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN"), including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy," http://www.icann.org/dndr/udrp/policy.htm) any policy which ICANN may establish with respect to WHOIS information, and the terms and conditions of Your domain name registration with Your registrar (the ICANN-accredited person or entity through which You register a domain name). This Agreement is in addition to domain name registration agreement(s) entered into by You and a registrar when you register or renew domain name registration(s).

#### 1. THE IDP SERVICES

If you subscribe to the IDP Services, each domain name registration which you control and which You designate ("IDP Domains") will thereafter be registered in the name of the Backend Service Provider, as registrant. Your name, postal address, email address, phone and fax numbers shall be kept confidential, subject to Section 5 of this Agreement. The following information (and not your personal information) will be made publicly available in the "Whois" directory for each IDP Domain:

- The Backend Service Provider's email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts ("IDP Addresses");
- The primary and secondary domain name servers You designate for the IDP Domain;
- The IDP Domain's original date of registration and expiration date;
- The identity of Your registrar, domain name service provider (if different from registrar) and the status of the IDP Domain with the registrar (such as, "active," "Registrar Lock," "clienthold," etc.).

While You will not be listed as the registrant for the IDP Domains, and other than as described in this Agreement, the Backend Service Provider will not act to control the IDP Domain(s). You will retain the right to sell, transfer, or assign each IDP Domain; You will retain the right to control and set the DNS settings for the IDP Domain(s); You will retain the right to renew each IDP Domain name registration upon expiration (subject to your registrar's applicable rules and policies); and You will remain responsible to resolve any and all monetary or other legal claims that arise in connection with Your IDP Domain(s), subject to the remaining provisions of this Agreement.

IMPORTANT: THE IDP SERVICES ARE NOT A GENERAL MAIL FORWARDING SERVICE. You agree that You will not provide any third party with the IDP Addresses for the purpose of having such third party transmit communications to you through the Backend Service Provider. Third parties may obtain the IDP Addresses listed in the Whois directory by their own initiative, but You agree that You will not be the one to provide

the IDP Addresses to such third parties.

#### 2. PROVISION OF PERSONAL INFORMATION

You agree that for each IDP Domain, You will provide to the Service Providers and maintain as current and accurate, the following information:

- Your name, address, email address, postal address, phone and fax numbers;
- The name, address, email address, postal address, phone and fax numbers for the IDP Domain's administrative, technical, and billing contacts;
- The primary and secondary domain name servers for the IDP Domain;

You agree to: (i) update this information immediately as it changes over time; (ii) respond within five (5) business days to any inquiries made by either Service Provider to determine the validity of personal information provided by You; (iii) promptly respond to messages regarding correspondence addressed to or involving Your IDP Domain(s), as more fully set forth in section 6 below. If You do not supply primary and secondary domain name servers, You agree that Backend Service Provider may point Your IDP Domain(s) to an IP address of Backend Service Provider' choosing until such time as You supply primary and secondary domain name servers.

#### 3. RENEWALS AND FEES

If You have selected automatic renewal of the IDP Services through the account which you use to manage Your IDP Services ("Your Account"), You agree i) that the IDP Services shall be automatically renewed 30 days prior to the end of Your IDP Services term, ii) that the Service Provider will attempt to charge the credit card You have on file with the Service Provider at the then current rates, and iii) You waive any requirement to obtain you ongoing affirmative consent to any such automatic renewal. If you do not wish to automatically renew the IDP Services, You agree that the exclusive method for communicating this to the Service Provider shall be by logging into Your Account to ensure that the auto-renewal or renewal option is not selected. You understand that You must do this at least 31 days prior to the end of the then current IDP Service term. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. If Service Provider is unable to collect renewal or other fees, you agree that a Service Provider may contact You, but is not obliged to do so, and You agree that Service Provider may suspend or terminate the IDP Services as a result of inability to obtain payment.

For domain name registrations which are serviced by a registrar other than a Service Provider: If available as an option and if such option selected by You, You agree that either Service Provider shall be authorized to contact your domain name registration service provider on Your behalf (and using the credit card provided by You) to renew the domain name registration of associated IDP Domains.

If Backend Service Provider elects to begin charging fee(s) to forward communications to You (see below), You agree that you may be required to pay such fees before the communications will be forwarded. Backend Service Provider may change its service and forwarding fees at any time. Backend Service Provider may also charge reasonable fees for administrative tasks outside the scope of regular services. These may include, but are not limited to, customer service issues that require personal service and disputes that require legal services. You are responsible for paying all fees and taxes associated with using Backend Service Provider's services. Payment shall be made by credit card unless other options are indicated in Your Account. You agree that charges may appear on the credit card statement under a descriptive provider identifier, such as "Domain Name Registration Services." Fees are non-refundable. If for any reason there is a charge back for any fee previously charged to the credit card by Backend Service Provider, You agree that Backend Service Provider may, without notice, pursue all available remedies in order to obtain payment. Without limitation on other remedies which may be available under such circumstances, You agree that Backend Service Provider may assume complete ownership of the IDP Domain(s), that the IDP Domain(s) may be sold to third parties, or that the IDP Domain(s) may be to pointed to IP numbers of Backend Service Provider's choosing, and that Backend Service Provider may immediate cancel Your Account and all services provided to You.

IMPORTANT TERMS REGARDING RELATIONSHIP OF TERM OF IDP SERVICES AND REGISTRATION TERM OF AN ASSOCIATED IDP DOMAIN: You understand that your IDP Services term begins on the date Your attempt to procure the IDP Services is accepted by the Service Provider(s) and that it shall run for the unit of time which You order (typically, this would be one year). You understand that the IDP Services term may be different than the registration term of the IDP Domain which is associated with the IDP Services. If an IDP Domain expires and is deleted before the end of the term of the associated IDP Services, then the IDP Services associated with the domain will end when the IDP Domain is deleted and You understand that there will be no refund for any resulting unused portion of an IDP Services term. If the IDP Services term ends while the registration term for an IDP Domain is still ongoing, then the IDP Services will no longer be provided, the personal information specified in section 2 shall be listed in the WHOIS output for the (then former) IDP Domain, and the communications forwarding services specified in section 6 will no longer be provided.

#### 4. YOUR REPRESENTATIONS & WARRANTIES

You represent and warrant that all information provided by You pursuant to this Agreement is truthful, complete, current and accurate and You represent and warrant that you will maintain all information in this status throughout the term of this Agreement. You also represent and warrant that You are using the IDP Services in good faith and that You have no knowledge or reason to believe that Your IDP Domain or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that neither the IDP Services nor IDP Domain(s) will not be used in connection with any illegal or morally objectionable activity (as defined below in section 5), or, in connection with the transmission of unsolicited commercial email ("Spam").

#### 5. SERVICE PROVIDER'S SUSPENSION OR TERMINATION OF SERVICE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

In the event of any of the following:

- If the IDP Domain(s) is (are) alleged to violate or infringe a third party's trademark, trade name, copyright interests or other legal rights of third parties;
- If you breach any provision of this Agreement or an anti-Spam policy of either Service Provider;
- If You breach any provision of Your registrar's Registration Agreement;
- If necessary to protect the integrity and stability of the applicable domain name registry;
- If necessary to comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement;
- If Backend Service provider is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your use of the IDP Services or an IDP Domain;
- If necessary to comply with ICANN's Dispute Resolution Policy or other policies promulgated by ICANN (including policies which may preclude use a service such as ID Protect);
- If necessary to avoid any financial loss or legal liability (civil or criminal) on the part of Backend Service Provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
- OR if it comes to Backend Service Provider's attention that You are alleged to be using the IDP Services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal primarily to prurient interests; (ii) defame, embarrass, harm, abuse, threaten, or harass; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, race, ethnicity, or are otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information, THEN

You understand and agree that Backend Service Provider has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to suspend the IDP Services, close Your Account, terminate provisionment of the IDP Services, list the information You provided in section 2 in the Whois output or provide the information You provided in section 2 to a claimant, resolve any and all third party claims, whether threatened or made, arising out of Your use of IDP Domain, or take any other action which Backend Service Provider deems necessary.

In the event Backend Service Provider takes any of the actions set forth above or in the event You elect to cancel the IDP Services for any reason, neither Service Provider will refund any fees paid by You for the IDP Services.

You also acknowledge and agree that Backend Service Provider may, in its sole discretion and without any liability to You whatsoever, cancel the IDP Services during the first thirty (30) days after You procured the IDP Services, and/or suspend Your rights under this Agreement and list the IDP Addresses during resolution of a dispute or investigation of allegations.

#### 6. FORWARDING COMMUNICATIONS

You agree that Backend Service Provider will review communications sent to the IDP Addresses associated with Your IDP Domain. For communications received via certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. postal mail which does not appear to be unsolicited commercial mail, Backend Service Provider may either i) forward such communication to You or ii) may attempt to communicate to you a scanned copy of a page of the communication to ascertain Your desires with respect to forwarding the communication to You. You specifically acknowledge that Backend Service Provider may elect to not forward to You (nor to otherwise communicate with You) regarding first class postal mail or email, fax, postal mail or telephone communications which appear to be unsolicited

communications which offer or advertize the sale of goods or services or which solicit charitable contributions, or communications which appear to arise from Your having used the IDP Services as a general mail forwarding service (see section 1, above). You authorize Backend Service Provider to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by Backend Service Provider, including failures which arise from Backend Service Provider's mistake in judging whether a communication appears to be an unsolicited communication.

**Email.** The Whois directory generally requires an email address for every purchased domain name registration. When You purchase IDP Services, Backend Service Provider creates an email address for that domain, "yourdomainname@whoisprivacyprotect.com". Thereafter, when messages are sent to the email address listed in the IDP Address, Backend Service Provider forwards such messages to the email address You listed in section 2. If such email address becomes non-functioning or if email to such address bounces, Backend Service Provider is not obligated to attempt to contact You through other means. You agree that Backend Service Provider may elect, in Backend Service Provider's sole discretion, to allow You to access Your Account and view email sent to the IDP Addresses, though such alternative means of servicing Your Account is an option and not a requirement.

Your Obligation to Respond to communications from the Backend Service Provider: When Backend Service Provider receives a communication which may warrant forwarding to You, per the terms of this Agreement, Backend Service Provider will send an email to the email address You provided to Backend Service Provider pursuant to section 2. The email message will identify the sender of the correspondence and the date received. As an alternative, You agree that Backend Service Provider may allow you to access Your Account to view full or partial scanned copies of (non-email) communications sent to the IDP Addresses and that You may be required to interact with Your Account to have the physical originals of such communications forwarded to You and that if You do not interact with Your Account in the ways indicated upon accessing Your Account, that the communications may not be forwarded to You. In either event, You will have seventy-two (72) hours to decide whether to have the communication(s) forwarded. If you do not respond within this time period, the communication(s) will not be forwarded. Method of forward will be determined by Backend Service Provider. Communication(s) may not be immediately forwarded upon Your election; there may be a delay and communication(s) may be aggregated to be forwarded together. The Backend Service Provider may begin charging fees for forwarding communications or may change the method by which communications are forwarded without written notice.

In the event You do not respond to communications from the Backend Service Provider regarding communications received at the IDP Address, Backend Service Provider may immediately reveal the information You provided pursuant to section 2 and/or cancel the IDP Services regarding either the IDP Domain in question or with respect to all of Your IDP Domains, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. This action would be taken because Backend Service Provider will not become involved in any legal or other matters between You and third parties.

#### 7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, THE IDP SERVICES, USE OR INABILITY TO USE THE PRIMARY OR BACKEND SERVICE PROVIDER(S) WEB SITE(S) OR THE MATERIALS AND CONTENT OF THE WEB SITE(S) OR ANY OTHER WEB SITES LINKED TO SUCH WEB SITE(S) OR YOUR PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO BACKEND SERVICE PROVIDER OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRIMARY AND BACKEND SERVICE PROVIDERS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

You further understand and agree that the Primary and Backend Service Providers disclaim any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of affiliated parties; (iii) data non-delivery or misdelivery between You and the Service Providers; (iv) the failure for whatever reason to renew the IDP Services; (v) the unauthorized use of Your Account or any of the Service Provider's services; (vi) errors, omissions or misstatements by either Service Provider; (vii) deletion of, failure to store, failure to process or act upon email messages sent to or forwarded to either You or the email address listed for Your IDP Domain; (viii) processing of updated information regarding Your Account; (ix) any act or omission caused

by You or Your agents (whether authorized by You or not).

YOU AGREE THAT, IN ANY EVENT, THE PRIMARY AND BACKEND SERVICE PROVIDERS' RESPECTIVE MAXIMUM LIABILITY TO YOU SHALL BE CAPPED BY THE LESSER OF THE AMOUNT OF FEES PAID BY YOU TO EACH SERVICE PROVIDER IN THE PRECEDING YEAR WITH RESPECT TO THE SERVICES WHICH GAVE RISE TO THE LIABILITY OR \$100.00 PER IDP DOMAIN.

#### 8. INDEMNITY

You agree to release, defend, indemnify and hold harmless the Primary and Backend Service Providers, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the IDP Services, the web sites of the Service Providers, Your Account, and/or Your use of Your IDP Domain.

#### 9. BACKEND SERVICE PROVIDER WARRANTY DISCLAIMER

THE BACKEND SERVICE PROVIDER, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT. THE SERVICES PROVIDED HEREUNDER, THE WEB SITES OF THE BACKEND SERVICE PROVIDER OR ANY WEB SITES LINKED TO SUCH WEB SITES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL BACKEND SERVICE PROVIDER SERVICES, AS WELL AS THE BACKEND SERVICE PROVIDER WEB SITE, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO AND USE OF BACKEND SERVICE PROVIDER'S SERVICES AND ITS WEB SITE ARE ENTIRELY AT YOUR RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### 10. **COPYRIGHT & TRADEMARK**

You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the Backend Service Provider web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Backend Service Provider reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using any of the afore-described content and materials without the written permission of Backend Service Provider. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

#### 11. MISCELLANEOUS PROVISIONS

### a. Severability; Construction; Entire Agreement.

You agree that if any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and Backend Service Provider regarding the services contemplated herein.

#### b. Governing Law; Venue; Waiver Of Trial By Jury.

This Agreement shall be governed in all respects by the laws and judicial decisions of King County, Washington, excluding its conflicts of laws rules. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of King County, Washington. For the adjudication of domain name registration disputes and disputes under this Agreement, you agree to submit to the exclusive subject matter and personal jurisdiction of the state and Federal courts located in King County, Washington, you agree that venue shall be proper in such jurisdiction, and you agree to waive any objection you may have to jurisdiction and venue in such forum. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement and You agree that service upon You may be accomplished by depositing the summons and complaint in the United States mail, first-class mail, postage pre-paid, addressed to the address provided by you in section 2, which service shall be deemed to be effective five days after deposit.

### c. Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the IDP Services is accepted by the Service Provider(s). The term shall run for the unit of time which You ordered when You procured the IDP Services, unless terminated or suspended sooner according to the terms of this Agreement. Sections 6 (Forwarding Communications), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 11 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

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User's Choice Award









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MY ACCOUNT

WEBMAIL

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#### TSTER PRIVACY STATEMENT

s Privacy Statement discloses the privacy practices for Dotster, Inc. ("Dotster", "We" or "Us") and how it treats the information that Dotster collects receives, including information related to your past use of Dotster products and services. This policy does not apply to the practices of companies Dotster does not own or control, or to people that Dotster does not employ or manage.

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#### iformation Collected by Dotster

will not knowingly use information collected on this website to others in ways different from what is disclosed in this statement. Dotster collects rmation from our users at several different points on our website.

purposes of this Privacy Statement, "Personally Identifiable Information" refers to information that can directly identify an individual; for example, h information may include an individual's name, mailing address, phone number or email address.

#### Information that Is Automatically Collected

use IP addresses, with the help of a business partner, to analyze trends, administer the website, track users' movements, and gather broad nographic information for aggregate use. IP addresses are not linked to Personally Identifiable Information.

#### Information that Is Collected by Cookies

ookie is a piece of data stored on a user's hard drive containing information about that user. By setting a cookie on our website, the user would not e to log in with a password more than once, thereby saving time while on our website. If a user rejects the cookie, they may still use our website. The / drawback to this is that the user will be limited in some areas of our website. Cookies can also enable us to track and target the interests of our rs to enhance the experience on our website. Some of our business partners use cookies on our website (for example, advertisers); however, we e no access to or control over these cookies.

#### Information that Is Actively Submitted to Dotster

distrations and Orders. In order to register a domain name or order services from this website, a user must create an account and complete a istration process. During the account creation process, a user must provide contact information (such as name and email address) so that we can / in touch with our users. This information is also used to fulfill order and registration requests. To pay for a domain name registration or for other vice ordered, a user must provide contact information (such as name and shipping address) and financial information (such as a credit card number lits expiration date). This information is used for billing purposes, with the help of our business partner, and to fill users' orders. If we have trouble cessing an order, this contact information is used to get in touch with the user.

-A-Friend. If a user elects to use our referral service for informing a friend about our website, we ask them for the friend's name and email address. will automatically send the friend a one-time email inviting them to visit the website. We store this information for the purpose of sending this one-email. The friend may contact us at <a href="mailto:support@dotster.com">support@dotster.com</a> or go directly to <a href="mailto:http://www.dotster.com/support.php">http://www.dotster.com/support.php</a> to request the removal of this rmation from this database.

### Third Party Advertisers on Dotster's Website

use third-party advertising companies to serve ads (using methods that include Pixel Tags and Clear Gifs) when you visit our website. Third-party ertising companies also separately place or recognize a cookie file on your browser in the course of delivering advertisements to this website. These panies may use information (not including your name, address, email address or telephone number) about your visits to this and other websites in er to provide advertisements about goods and services of interest to you.

#### Information Dotster Obtains from Third Parties

plemental Information Collected. In certain circumstances, in order for our website to properly fulfill its obligation to our users, it is necessary for us to plement the information we receive with information from third party sources. For example, to determine if our users qualify for a dotPartner account, use their name and business information to request a credit report.

ster Accounts Created by a Third Party on Your Behalf. If you received your domain name from someone else, without registering for it yourself, your nain name may belong to a "managed domain." In a managed domain, the administrator of a company with whom you have a business relationship example, your ISP) can create your domain name for you. You can then use the domain name like any other domain name. The administrator, vever, has access to the domain name and can edit your Dotster profile, reset your password, and manage the Dotster account without your litional consent. In addition to the terms mentioned in this Privacy Statement, an account created by a third party allows any of your Personally ntifiable Information within that account to be available to that third party as if they were you. We have no access to or control over the third party to vent their disclosure of your information.

#### ommunications from Dotster

Icome Emails and General Correspondence. We send a welcoming email to the email address associated with the account a user has created to by the users password and username. This process is designed to prevent e-mail addresses from being used without permission in the creation of a ster account. Established users will occasionally receive information on products, services, special deals, and a newsletter. Out of respect for the acy of our users we present the option to not receive some of these types of communications. Please see our opt-out options below.

and Service Updates. We send the user website and service announcement updates. Users are not permitted to unsubscribe from service ouncements, which contain important information about the website and/or service. We may communicate with users to provide services that users uest or to discuss issues relating to their account.

veys & Contests. From time-to-time our website requests information from users via surveys or contests. Participation in these surveys or contests is poletely voluntary and, as such, the user has a choice whether or not to disclose this information, Information requested may include contact rmation (such as name and shipping address), and demographic information (such as zip code, age level).

#### ow Information Collected by Dotster Is Used

nographic Information. We will share aggregated demographic information with our partners and advertisers. The aggregated demographic rmation is not linked to any Personally Identifiable Information that can identify any individual person.

nmunicating with Our Users. We use Personally Identifiable Information (such as your name, telephone number or email address) to communicate our users when they have questions, concerns or comments about their accounts or the services that we provide. If you contact us, we may or may delete your emails or voicemails to us.

rmation Shared With Third Parties. We share information with third parties as required by ICANN and in order to give our customers access to a at variety of services. Specifically, we may do the following:

ubmit the name, postal address, e-mail address, and phone numbers associated with the registrant, administrative, technical and billing contacts of a nain name to the appropriate Registry or registration database. This information is included in a publicly available 'Whois' database, in accordance I ICANN rules. This sharing of information is required by ICANN rules.

se a credit card processing company to bill users for goods and services. These companies do not use Personally Identifiable Information for any use er than credit card processing; however, we will not be responsible or liable for use of the information required by credit card companies in travention of their policies, contractual obligations or general good business procedures.

arther with third parties who provide services to our users. When the user signs up for or agrees to receive a specific service provided by the third ty (i.e. PostMasterDirect advertisements), we share the information that is needed for the third party to provide the services.

nare the publicly available domain contact information submitted by our users for inclusion in the Whois database with third parties. We do not control

use of this Personally Identifiable Information by third parties.

nare your Personally Identifiable Information with other entities that are owned by Dotster, that own Dotster, or have some sort of corporate ownership

itionship with Dotster.

Iressing Legal Issues. Further, we provide Personally Identifiable Information to respond to subpoenas, court orders, or legal process, or to establish exercise our legal rights or defend against legal claims. Further, we believe it is necessary to share Personally Identifiable Information in order to estigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, ations of Dotster's terms of use, or as otherwise required by law.

e or Transfer of Dotster. If all or a portion of Dotster is transferred, sold, merged, ceases operations, goes bankrupt, or is otherwise involved in a saction where the ownership or management of Dotster is changed (individually or collectively, a "Transaction") then your Personally Identifiable rmation or other user information may be transferred or assigned to a third party as part of the Transaction.

#### orrection/Updating Personal Information

ers must provide accurate and correct contact information (name, postal address, e-mail address, phone number) for their domain name(s) jistrant, Administrative, Technical and Billing contacts, which will be listed in a publicly accessible 'Whois' database, in compliance with ICANN rules. user's Personally Identifiable Information changes (such as a zip code), or if a user no longer desires Dotster's services, we will provide a way to ect, update or remove that user's personal data provided to us. This can usually be done under online account management (on your own) or by ailing our user Support Group for assistance.

#### pting Out

ers are provided an opportunity to "opt-out" of having their information used for purposes not directly related to the services they request. Users who longer wish to receive our newsletter or promotional materials from us may opt-out of receiving these communications by replying and typing subscribe" in the subject line in the email or email your request to dotnews@dotster.com .

### erminated Dotster Accounts

our Dotster account is terminated or cancelled (regardless of whether it was voluntary), all of your Personally Identifiable Information will remain on servers. We retain and use your Personally Identifiable Information as necessary to enforce our policies or to address contractual issues, and may tact you for future marketing or promotional purposes.

### se of the Dotster Website by Persons Under Age 13

s website is not intended for use by anyone under the age of thirteen (13), and any individual under such age should not provide us with Personally ntifiable Information. We do not knowingly contact, market to, solicit, collect or use Personally Identifiable Information from or about any individual ler the age of 13. It is possible that by fraud or deception we may receive information pertaining to children under 13. If we are notified of that we e personal information regarding a person under the age of 13, as soon as we reasonably verify the information, we will either obtain parental sent or otherwise delete the information from the account and/or service. However, the information may remain on a log in our servers. If you want to fy us of our receipt of information by children under 13, please do so by emailing us at: abuse@dotster.com.

inking to Third Party Websites s website contains links to other websites. Please be aware that we are not responsible for the privacy practices of such other websites. We ourage our users to be aware when they leave our website and to read the Privacy Statements of each and every website that collects Personally ntifiable Information. This Privacy Statement applies solely to information collected by this website.

#### sers Must Keep Their Passwords Private

ers are required to keep their account passwords confidential and to not share this information with others. If you choose to reveal or share your sword and Dotster account name, we are unable to guarantee the security of your account.

Changes to Our Privacy Statement

Statement and use of information that we gather now is subject to the Privacy Statement that is in effect as of the time of use. I are responsible for periodically checking our Privacy Statement. You may opt-out of any posted change to our collection, use or disclosure of your sonal information by sending an e-mail to <a href="mailto-support@dotster.com">support@dotster.com</a>. If we make minor changes to this Privacy Statement, the changes will be nediately effective upon posting the revised Privacy Statement to the website. If we make material changes to this Privacy Statement or in how we use or collect your Personally Identifiable Information, we will prominently post a notification on our website of the changed Privacy Statement ten ) days prior to implementing the change. The date at the bottom of this Privacy Statement is the date that the Privacy Statement is effective.

#### **Final Statement**

ster will use your information in accordance with the Privacy Statement that is currently in effect. If you have any questions about the security at our osite, you can send an email to security@dotster.com.

ective date: 2004/11/18

ntact Us Press Affiliates Resellers Referral About Us © 2000 - 2007 Dotster, Inc. All rights reserved.

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PRIVACY POLICY Registration Agreement

Legal Agreement

# DOMAINS BY PROXY DOMAIN NAME PROXY AGREEMENT

Please read this Domain Name Proxy Agreement ("Agreement") carefully. By using the Services and/or Web site of Domains By Proxy, Inc., an Arizona corporation ("DBP"), You agree to all the terms and conditions set forth both herein and in the DBP privacy policy, which is incorporated by reference. You acknowledge that DBP may amend this agreement at any time upon posting the amended terms on its Web site, and that any new, different or additional features that change the services provided by DBP will automatically be subject to this agreement. If you do not agree to be bound by, or if you object to, the terms and conditions of this agreement and any amendments hereto, do not use or access our services. Continued use of DBP's services and its Web site after any such changes to this agreement have been posted, constitutes your acceptance of those changes.

This ("Agreement") is by and between DBP and you, your heirs, assigns, agents and contractors ("You") and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your relationship with DBP and Your use of DBP's services and represents the entire Agreement between You and DBP. By using DBP's Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, and You further agree to be bound by the terms of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; and (iii) anyone who uses the account You have established with DBP, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to purchase services from DBP, and that statements of a general nature on DBP's web site or in DBP promotional materials will not bind DBP. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN") (including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy") and Your Registrar (i.e., the ICANN-accredited person or entity through which You register a domain name).

#### 1. DESCRIPTION OF DBP'S PRIVATE REGISTRATION SERVICES

The business of DBP is to maximize Your right to privacy to the greatest extent possible. When you subscribe to DBP's private registration service through a DBP-affiliated Registrar, each and any available domain name registration that You designate will thereafter be registered in the name of DBP, as Registrant. In exchange for DBP becoming the Registrant of each domain name registration on Your behalf, DBP shall keep Your name, postal address, email address, phone and fax numbers confidential, subject to Section 4 of this Agreement. When DBP becomes the Registrant of Your domain name registration, the following DBP information (and not your personal information) will be made publicly available in the "Whois" directory as determined by ICANN policy:

- i. DBP's name and postal address as Registrant of the domain name;
- ii. DBP's email address, postal address and phone number for the domain name registration's technical contact;
- iii. DBP's email address, postal address and phone number for the domain name registration's administrative contact;
- iv. DBP's email address, postal address and phone number for the domain's name registration's billing contact;
- v. The primary and secondary domain name servers You designate for the domain name;
- vi. The domain name's original date of registration and expiration date of the registration; and
- vii. The identity of Your Registrar.

#### 2. FULL BENEFITS OF DOMAIN REGISTRATION RETAINED BY YOU

Although DBP will be the Registrant of each domain name registration You designate, You will retain the full benefits of domain name registration with respect to each such domain name registration, including:

- i. The right to sell, transfer or assign each domain name registration;
- ii. The right to control the use of each domain name registration, including designating the primary and secondary domain name servers to which each domain name points;
- iii. The right to cancel each domain name registration;
- iv. The right to cancel Your account with DBP so that You become the Registrant;
- v. The right to renew each domain name registration upon its expiration, subject to Your Registrar's applicable rules and policies; and
- vi. The right to initially resolve any and all monetary, creditor or other claims that arise in connection with a legal or other dispute involving Your domain name registration, subject to DBP's Section 4 rights, which shall, in all events, supersede any and all of Your rights as set forth in this Section 2.

## 3. YOUR NOTIFICATION OBLIGATIONS; REPRESENTATION AND WARRANTIES

#### **Personal Information**

Legal Agreement

You agree that for each domain name for which DBP becomes the Registrant on Your behalf, You will provide accurate and current information as to:

- i. Your name and postal address;
- ii. The email address, postal address, phone and fax numbers for the domain name registration's technical contact;
- iii. The email address, postal address, phone and fax numbers for the domain name registration's administrative contact;
- iv. The email address, postal address, phone and fax numbers for the domain name registration's billing contact;
- v. The primary and secondary domain name servers to which each domain name points; and
- vi. The domain name's original date of registration and expiration date.

You agree to: (i) notify DBP within five (5) business days when any of the personal information You provided upon subscribing to DBP's services, changes; (ii) respond within five (5) business days to any inquiries made by DBP to determine the validity of personal information provided by You; (iii) respond to email messages posted to Your DBP account regarding correspondence DBP has received that is either addressed to or involves Your domain name registration, as more fully set forth in Section 5(b) below. It is Your responsibility to keep Your personal information current and accurate at all times.

#### Renewals

You agree that DBP, as Registrant, will (i) arrange for Your Registrar to automatically renew on Your behalf, for a period of one year only, any domain name registration that is up for renewal; and (ii) arrange for Your Registrar to charge the credit card You have on file with the Registrar, at the Registrar's then current rates. Renewal fees, once charged, will be non-refundable. You may also elect not to automatically renew DBP's private registration services, by logging into Your customer account at Your Registrar's web site and selecting the manual renewal option. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date.

#### **Representations and Warranties**

You warrant that all information provided by You to DBP is truthful, complete, current and accurate.

Legal Agreement

You also warrant that You are using DBP's private registration services in good faith and that You have no knowledge of Your domain name infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name. You also warrant that the domain name being registered by DBP on Your behalf will not be used in connection with any illegal or morally objectionable activity (as defined below in Section 4), or, in connection with the transmission of Spam.

## 4. DBP'S RIGHTS TO DENY, SUSPEND, TERMINATE SERVICE AND TO DISCLOSE YOUR PERSONAL INFORMATION

- i. You understand and agree that DBP has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to either: (i) close Your account (which means You then become the Registrant of the domain name registration); (ii) reveal Your name and personal information that You provided to DBP when required by law, in the good faith belief that such action is necessary in order to conform to the edicts of the law, or to comply with a legal process served upon DBP; (iii) resolve any and all third party claims, whether threatened or made, arising out of Your use of a domain name registered by DBP on Your behalf; or (iv) take any other action DBP deems necessary:
  - A. In the event you breach any provision of this Agreement or the DBP Anti-Spam Policy;
  - B. To protect the integrity and stability of the applicable domain name Registry;
  - C. To comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement;
  - D. To comply with ICANN's Dispute Resolution Policy;
  - E. To avoid any financial loss or legal liability (civil or criminal) on the part of DBP, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
  - F. If the domain name DBP registers on Your behalf violates or infringes a third party's trademark, trade name or other legal rights; and
  - G. If it comes to DBP's attention that You are using DBP's services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in, illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism and child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information.
- ii. You also acknowledge and agree that DBP may, in its sole discretion and without any liability to You whatsoever: (i) cancel the registration of any domain name DBP has registered on Your behalf during the first thirty (30) days after registration has taken place; (ii) cancel the registration of any domain name DBP has registered on Your behalf if that name is being used in association with Spam; and/or (iii) suspend your rights under Section 2 of this Agreement during resolution of a dispute.
- iii. You further understand and agree that if DBP is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your domain name registration or Your use of DBP's services, Your private domain name registration will automatically revert back to You and Your identity will therefore be

revealed in the Whois directory as Registrant.

iv. In the event: (i) DBP takes any of the actions set forth in paragraphs (a), (b) or (c) above; and (ii) You elect to cancel DBP's services for any reason, neither DBP nor your Registrar will refund any fees paid by You whatsoever.

#### 5. COMMUNICATIONS FORWARDING

#### a. Correspondence Forwarding

Legal Agreement

Inasmuch as DBP's name, postal address and phone number will be listed in the Whois directory, You agree that DBP will review and forward communications addressed to your domain name that are received via email, certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. postal mail. You specifically acknowledge that DBP will not forward to You first class postal mail (other than legal notices), "junk" mail or other unsolicited communications (whether delivered through fax, postal mail or telephone), and You further authorize DBP to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by DBP.

#### b. Email Forwarding

The Whois directory requires an email address for every purchased domain name registration. When You purchase a private domain registration, DBP creates a private email address for that domain, "@domainsbyproxy.com". Thereafter, when messages are sent to Your private email address, DBP handles them according to the email preference You selected for that particular domain. You have three email preferences from which to choose. You can elect to: (i) have all of the messages forwarded; (ii) have all of the messages filtered for Spam and then forwarded; or (iii) have none of the messages forwarded.

## c. Notifications Regarding Correspondence and Your Obligation to Respond

When DBP receives certified or traceable courier mail or legal notices addressed to Your domain name, we will post an email message to Your DBP account. Our email message will identify the sender of the correspondence, the date we received it, and a brief description of its contents. You will have seventy-two (72) hours to decide whether to reject the correspondence or have it forwarded via overnight courier, facsimile (or both). You will be informed of the charge for both shipping options and the credit card You provide will be billed only after You have affirmatively selected one or both shipping options. You must select a shipping option and the credit card transaction must be successful prior to us forwarding the correspondence to You. In the event You do not respond to our email message, DBP will attempt to contact you via telephone. If you do not respond to our email or voice messages and/or the correspondence that DBP has received regarding Your domain name registration concerns a legal dispute or otherwise requires immediate forwarding and/or immediate disposition, DBP may immediately reveal Your identity and/or cancel our private registration service regarding either the domain name registration in guestion or with respect to all of Your private domain name registrations, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. We take this action because DBP will not become involved in any legal or other matters between You and third parties.

## d. Forwarding Fees

In consideration for (i) handling and forwarding certified and traceable courier mail and certain first class correspondence, and (ii) responding to and dealing with complaining third parties, You agree to pay DBP at the time such services are provided. DBP may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by You) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using DBP's forwarding services. Payment shall be made by You providing a valid credit card for charge by DBP, and is non-refundable. If for any reason DBP is unable to charge Your credit card with the full amount of the service provided, or if DBP is charged back for any fee it previously charged to the credit card You provided, You

agree that DBP may, without notice to You, pursue all available remedies in order to obtain payment, including but not limited to, sale of the domain name registration to a third party, and immediate cancellation of Your account and all services DBP provides to You.

#### e. Additional Administrative Fees

Legal Agreement

DBP reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. You agree that DBP will arrange for Your Registrar to bill these charges to the credit card You have on file with the Registrar. Administrative fees, once charged, will be non-refundable. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. Failure to do so could result in termination of DBP's services.

You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

#### 6. LIMITATIONS OF LIABILITY

Under no circumstances shall DBP be liable for any direct, indirect, incidental, punitive, special, or consequential damages for any reason whatsoever related to this agreement, your domain name registration, DBP's services, use or inability to use the DBP Web site or the materials and content of the Web site or any other Web sites linked to the DBP Web site or your provision of any personally identifiable information to DBP or any third party. This limitation applies regardless of whether the alleged liability is based on contract, tort, warranty, negligence, strict liability or any other basis, even if DBP has been advised of the possibility of such damages or such damages were reasonably foreseeable. Because certain jurisdictions do not permit the limitation or elimination of liability for consequential or incidental damages, DBP's liability in such jurisdictions shall be limited to the smallest amount permitted by law.

You further understand and agree that DBP disclaims any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of our affiliated-Registrars; (iii) data non-delivery or mis-delivery between You and DBP; (iv) the failure for whatever reason to renew a private domain name registration; (v) the unauthorized use of Your DBP account or any of DBP's services; (vi) errors, omissions or misstatements by DBP; (vii) deletion of, failure to store, failure to process or act upon email messages forwarded to either You or Your private domain name registration; (viii) processing of updated information regarding Your DBP account; (ix) any act or omission caused by You or Your agents (whether authorized by You or not).

#### 7. INDEMNITY

You agree to release, defend, indemnify and hold harmless DBP, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your Registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the services provided hereunder by DBP, the DBP web site, Your account with DBP, Your use of Your domain name registration, and/or disputes arising in connection with the Dispute Resolution Policy.

#### 8. DBP WARRANTY DISCLAIMER

DBP, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers, and employees expressly disclaim all representations and warranties of any kind in connection with this agreement, the service provided hereunder, the DBP Web site or any Web sites linked to the DBP Web site, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. All DBP services, as well as the DBP Web site, are provided "AS IS". Your subscription to and use of DBP's services and its Web site are entirely at your risk. Some jurisdictions do not allow the disclaimer of implied warranties, in which event the foregoing disclaimer may not apply to you.

#### 9. COPYRIGHT & TRADEMARK

You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the DBP web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that DBP expressly reserves its rights in and to all such content and materials.

You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the afore-described content and materials without the express written permission of DBP. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

#### 10. MISCELLANEOUS PROVISIONS

#### a. Severability; Construction; Entire Agreement

If any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and DBP regarding the services contemplated herein.

## b. Governing Law; Venue; Waiver Of Trial By Jury

This Agreement shall be governed in all respects by the laws and judicial decisions of Maricopa County, Arizona, excluding its conflicts of laws rules. Except as provided immediately below, You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of Maricopa County, Arizona. For the adjudication of domain name registration disputes, you agree to submit to the exclusive jurisdiction and venue of the U.S. District Court for the District of Arizona located in Phoenix, Arizona. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement.

#### c. Notices

All notices from DBP to You will be sent to the email address You provided to DBP. Notices by email shall be deemed effective 24 hours after the email is sent by DBP, unless DBP receives notice that the email address is invalid, in which event DBP may give You notice via first class or certified mail, return receipt requested. All notices from You to DBP shall be sent via certified mail, return receipt requested or traceable courier to DBP, Inc., Attn: General Counsel, 15111 North Hayden Road, Suite 160, PMB 353, Scottsdale, AZ. 85260. Notices sent via certified mail or traceable courier shall be deemed effective five (5) days after the date of mailing.

#### d. Insurance

In the unlikely event You lose Your domain name registration to a third party solely as a result of DBP's negligent actions (and absent fraud or other negligent or willful misconduct committed by a third party), You may be insured against such loss through DBP's Professional Liability Insurance Policy, which is currently underwritten by American International Insurance Company. Of course, every claim is subject to the then-carrier's investigation into the facts and circumstances surrounding such claim. In the event You have reason to believe that circumstances exist which warrant the filing of an insurance claim, please send a written notice (specifying the basis for such claim), via certified mail, return receipt requested, to:

Domains By Proxy, Inc. 15111 N. Hayden Road, Suite 160 PMB 353 Scottsdale, AZ. 85262 Attn: Insurance Claims

### e. Indemnification

In the unlikely event You lose Your domain name registration to a third party solely as a result of DBP's willful misconduct, Your Registrar (the "Indemnifying Party") will indemnify and hold You harmless against any losses, damages or costs (including reasonable attorneys fees) resulting from any claim, action, proceeding, suit or demand arising out of or related to the loss of Your domain name registration. Such indemnification obligations under this Section 10 (e) are conditioned upon the following: (i) that You promptly give both DBP and the Indemnifying Party written notice of the claim, demand, or action and provide reasonable assistance to the Indemnifying Party, at its cost and expense, in connection therewith, and (ii) that the Indemnifying Party has the right, at its option, to control and direct the defense to any settlement of such claim, demand, or action.

Any notice concerning indemnification shall, with respect to DBP, be sent in accordance with Section 10(c) of this Agreement. With respect to Your Registrar, notices regarding indemnification should be sent in accordance with the notification provisions contained in Your Registrar's Domain Name Registration Agreement.

#### f. Term of Agreement; Survival

The term of this Agreement shall continue in full force and effect as long as DBP is the Registrant for any domain name on Your behalf. Sections 5 (Communications Forwarding), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 10 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

Revised: 5/16/2007

Legal Agreement

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## Registration Agreement

Namecheap.com.

#### REGISTRATION AGREEMENT

This Registration Agreement ("Agreement") sets forth the terms and conditions of your use of Namecheap.com's ("Namecheap") domain name registration services to register an Internet domain name, your registration of that domain name, as well as other Namecheap domain name related services. In this Agreement "you" and "your" refer to each customer and "we", "us" and "our" refer to Namecheap. This Agreement explains our obligations to you, and explains your obligations to us for various Namecheap services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional Namecheap service(s) or to cancel your Namecheap service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by Namecheap under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the accompanying dispute policy and any pertinent rules or policies that are or may be published by Namecheap.

This Agreement will become effective when accepted by Namecheap. Namecheap may elect to accept or reject your domain name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name.

#### 1. Our Services.

Namecheap is a reseller to a registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names (TLDs), currently .com, .net and .org. ICANN oversees registrations and other aspects of the TLDs. As a domain name reseller, Namecheap is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations we register for TLDs are not effective until we have delivered the domain name registration information you provide us to the registry administrator for the TLDs, as applicable, and the registry administrator puts into effect your domain name registration. Currently, the registry administrator for the .com, .net and .org TLDs is Network Solutions, Inc.

You agree and acknowledge that Namecheap is not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless the registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

#### 2. What We Do Not Do.

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name. You should be aware that there is the possibility we might be ordered by a court to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your domain name, we may turn to you to hold us harmless and to indemnify us.

#### 3 Fees

As consideration for the domain name registration services and/or other services provided by Namecheap to you, you agree to pay Namecheap, prior to the effectiveness of the desired domain name registration, the applicable service(s) fees for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. All fees are nonrefundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. Your requested domain name will not be registered unless we receive actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by Namecheap in its sole discretion). As further consideration for the Namecheap service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to Namecheap as the paying entity for that registration to the registry. We will reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee, currently set at US\$200. For more information, please click here. You will be notified via an email message or via your account information when renewal fees are due. Should these fees go unpaid within the time specified in a second notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by credit card or such other method as we may indicate in the registration application or renewal form. We will not automatically renew your name unless you instruct us otherwise within the time specified and provide us with your payment information. As a courtesy, we will try to inform you of the domain expiration and you are responsible for renewing your domain before it expires. We might be able to recover your expired domain for a fees within a certain period after expiry. We will reinstate your rights to and control over these Services solely

at our discretion, and subject to our receipt of the unpaid fee(s) and our then-current reinstatement fee, currently set at US \$200. Reinstatement of Service(s) by your Primary Service Provider may be according to their terms.

4. Disclaimer and Domain Name Dispute Policy.

If you request, reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by Namecheap's current Disclaimer published on our site ("Disclaimer") and our current Domain Name Dispute Policy ("Dispute Policy") which are incorporated herein and made a part of this Agreement by reference. The Disclaimer can be found at www.namecheap.com/legal/disclaimer.asp and the Dispute Policy can be found at www.namecheap.com/legal/dompolicy.asp. Certain disputes, as specified in the Dispute Policy, are subject to that Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold Namecheap harmless pursuant to the terms and conditions contained in the Dispute Policy.

5. Modifications to Namecheap's Registration Agreement and Dispute Policy.

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on Namecheap's web site, or on notification to you by e-mail or regular postal mail. You agree to review 'Namecheaps web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at info@namecheap.com or regular postal mail at the addresses listed on the contacts for this website. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Namecheap services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that if you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

- 6. Account Information and Its Use.
- a. Information You Are Required to Submit. As part of the registration process, you are required to provide certain information and to update this information promptly as needed to keep it current, complete and accurate. The information you are obligated to provide in connection with the domain name you are registering is the following:
- i. The domain name being registered:
- ii. Your (or The domain name holder's) name, postal address, e-mail address, voice telephone number, and where available, fax number; and
- iii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name; and
- iv. Valid payment information

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from you at registration is voluntary. However, not providing the requested information may prevent you from obtaining all products and services made available to domain name registrants by us, other than registration of the domain name.

- b. Additional Information Maintained About Your Registration. In addition to the information you provide, we maintain records relating to your domain name registration. These records may include:
- i. The original creation date of the registration;
- ii. The submission date and time of the registration application to us and by us to the proper registry;
- iii. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- iv. Records of account for your domain name registration, including dates and amounts of all payments and refunds;
- v. The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
- vi. The corresponding names of those nameservers;
- vii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- viii. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name:
- ix. The expiration and renewal date of the registration;
- x. Information and copies in electronic or paper form regarding all other activity between you and us and third parties relating to your domain name registration and related services.
- c. Your Obligations Relating to the Account Information. In the event that, in registering the domain name, you are providing

information about or on behalf of a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. By registering a name or applying for services you also represent that the statements in its application are true and you also represent that the Domain Name is not being registered for any unlawful purpose.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over ten (10) calendar days to inquiries by Namecheap concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

d. Privacy Policy: Disclosure and Use of Registration Information. You agree and acknowledge that we will make available domain name registration information you provide or that we otherwise maintain to ICANN, to the Namecheap registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that Namecheap may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our "whois" service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.

Additionally, you acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that Namecheap may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration and other information by Namecheap

You may access your domain name registration information in our possession to review, modify or update such information, by accessing your account at our web site (http://www.namecheap.com), or via a similar service. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. You agree that any person in possession of you Account Identifier and Password will have the ability and your authorization to modify your account information. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password. Namecheap will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

#### 7. Ownership of Information and Data.

You agree and acknowledge that Namecheap owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. Namecheap does not have any ownership interest in your specific personal registration information outside of its rights in our domain name database.

## 8. Agents and Licenses.

You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

#### 9. Announcements.

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet

#### 10. Limitation of Liability.

YOU AGREE THAT NAMECHEAP WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME, (2) USE OF YOUR DOMAIN NAME REGISTRATION, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND NAMECHEAP'S CONTROL; (8) THE PROCESSING OF THIS APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY. NAMECHEAP ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NAMECHEAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NAMECHEAP'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU

FOR REGISTRATION OF THE DOMAIN NAME, BUT IN NO EVENT GREATER THAN FOUR HUNDRED DOLLARS (\$400.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

#### 11. Indemnity

You agree to release, indemnify, and hold Namecheap, its contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Namecheap services provided hereunder or your use of the Namecheap services, including without limitation infringement by you, or someone else using any Namecheap service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any Namecheap operating rule or policy relating to the service(s) provided. When Namecheap is threatened with suit by a third party, Namecheap may seek written assurances from you concerning your promise to indemnify Namecheap; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

#### 12. Representations and Warranties

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR DOMAIN NAME REGISTRATION IS ACCURATE. ALL DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN THE INTRODUCTORY PARAGRAPH OF THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ITS DOMAIN NAME REGISTRATION SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, Namecheap MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE Namecheap'S E-MAIL FORWARDING OR OTHER EMAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. Namecheap MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE E-MAIL SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE E-MAIL SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Namecheap OR THROUGH THE E-MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU

#### 13. Breach and Revocation

Namecheap reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by Namecheap, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, or (d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Namecheap ) or registry administrator procedures approved by an ICANN-adopted policy, (1) to correct mistakes by Namecheap, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that Namecheap shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Namecheap receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

### 14. Right Of Refusal.

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Namecheap service(s), or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Namecheap service(s), or we delete your domain name or other Namecheap service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other Namecheap service(s)

#### 15. Governing Law

Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Washington, as if the Agreement was a contract wholly entered into and wholly performed within the State of Washington. Except as otherwise set forth in the Dispute Policy with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the Namecheap site shall be brought exclusively in the United States District Court for the Western District of Washington, or if there is no jurisdiction in such court, then in a state court in King County.

#### 16. Notices

You agree that any notices required to be given under this Agreement by Namecheap to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

17. Infancy. You attest that you are of legal age to enter into this Agreement.

#### 18. General

This Agreement, Namecheap Disclaimer and the Dispute Policy, together with all modifications, constitute the complete and exclusive agreement between you and Namecheap, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of Namecheap to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Namecheap of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole. Namecheap will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Namecheap as reflected in the original provision. This Agreement, Namecheap's Disclaimer and the Dispute Policy may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Namecheap.

- 19. Listed below are additional contractual requirements that you, the registrant, must agree to should you desire to register a domain name in these registries.
  - A. (.NU) In addition to the terms set forth above, the following terms shall apply to registrants of .tv, .cc, .bz, .nu and .ws domain names. Your registration of a domain name in the .TV, .CC, .BZ, .NU or .WS top-level domain ("New TLD Domain Name"), is subject to policies established or revised from time to time by the registry for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies ("New TLD Registry Policies") are available for you to review at each New TLD's respective website. You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Service Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies.
  - B. (.INFO) Should you seek to register a .INFO second level domain name you, the registrant, must agree to the following terms:
    - 1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of RegisteredDomain Name Holder's Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.
    - 2. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.
    - Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
    - 4. Registrant acknowledges that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
    - 5. Registrar and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afilias also reserve the right to freeze a domain name during resolution of a dispute.
  - C. (.BIZ) Should you seek to register a .BIZ second level domain name you, the registrant, must agree to the following terms:
    - BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
      - I. To exchange goods, services, or property of any kind;
      - II. In the ordinary course of trade or business; or
      - III. To facilitate:
        - a. the exchange of goods, services, information, or property of any kind; or,
        - the ordinary course of trade or business. Registering a domain name solely for the purposes of
          - i. selling, trading or leasing the domain name for compensation, or
          - ii. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a"bona fide business or commercial use" of that domain name.
    - 2. BIZ CERTIFICATION. As a .biz domain name registrant, you hereby certify to the best of your knowledge that: The registered domain name will be used primarily for bona fide business or commercial purposes and not
      - i. exclusively for personal use; or
      - ii. solely for the purposes of
        - a. selling, trading or leasing the domain name for compensation, or
        - b. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: http://www.neulevel.com/countdown/registrationRestrictions.html
          - 1. The domain name registrant has the authority to enter into the registration agreement; and
          - 2. the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.
    - 3. PROVISION OF REGISTRATION DATA.
      - a. Provision of Registration Data. As part of the registration process, you are required to Provide us with certain information and to update this information to keep it current, complete and accurate. This information includes (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameserver(s)

for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (viii) any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.

- Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry
- 4. DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (i) The Uniform Domain Name Dispute Resolution Policy, available at http://www.icann.org/udrp/udrp.htm. (iii) The Start-up Trademark Opposition Policy ("STOP"), available at http://www.neulevel.com/countdown/stop.html;
  - and (iii) The Restrictions Dispute Resolution Criteria and Rules, available at http://www.neulevel.com/countdown/rdrp.html. The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant. The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.
- 5. DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
- 6. DOMAIN NAME DISPUTES. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.
- 7. RESERVATION OF RIGHTS. Namecheap.com, eNom, Inc. and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Namecheap.com and/or eNom, Inc. and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Namecheap.com, eNom, Inc. and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.
- D. (.US) Should you seek to register a .US second level domain name you, the registrant, must agree to the following terms:
  - 1. Representations and Warranties.
    - You represent and certify that, to the best of your knowledge and belief, (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party, (ii) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder, (iii) you have and shall continue to have a lawful bona fide U.S. Nexus as defined in the "usTLD Nexus Requirements" , (iv) you are of legal age to enter into this Agreement, and (vi) you agree to comply with all applicable laws, regulations and policies of Namecheap.com and the usTLD Administrator.
    - 2. Provision of Registration Data.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes: (i) the Registered Name; (ii) the names of the primary nameserver and secondary nameserver(s) for the Registered Name; (iii) your name and postal address; (iv) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; (v) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name; (vi) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name; (vii) any remark concerning the registered domain name that should appear in the Whois directory; and (viii) any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.). You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the DoC/Registry Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the Department of Commerce Contract with the Registry or any USTLD Administrator/DoC

- 3. Inaccurate or Unreliable Data.
  - You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.
- 4. Government Use of Data.
  - You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
- 5. Licensing of a Domain Name.
  - If you intend to license use of a domain name to a third party, you nonetheless are the registrant of record and are responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm
- 6. Domain Name Dispute Policy.
  - If you reserved or registered a .us domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the usTLD Administrator as documented on its website, www.neustar.us, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.
- Domain Name Dispute Policy Modifications.
  - You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
- Domain Name Disputes.
  - You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute, including Registry policies incorporated by reference. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. Jurisdiction.
- For the adjudication of disputes concerning or arising from use of the domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) the State of Washington, and 3) the Commonwealth of Virginia.
- 10. Suspension, Cancellation or Transfer.
  - You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy, (1) to correct mistakes by Registrar or the usTLD Administrator in registering the name or (2) for the resolution of disputes concerning the domain name.
- 11. Indemnification.
  - The Registrant shall indemnify and hold harmless the Namecheap.com, eNom, Inc. and the usTLD Administrator and their directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any of a domain name.
- 12. Reservation by usTLD Administrator.
  - Namecheap.com and usTLD Administrator reserve the right to deny, cancel or transfer any registration that they deem

necessary, in their discretion, (1) to protect the integrity and stability of the registry, (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or Namecheap.com. as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by usTLD Administrator or any registrar in connection with a domain name registration, usTLD Administrator and Namecheap.com, also reserve the right to freeze a domain name during resolution of a dispute.

#### 20. Coming Soon/ Parking Web Page

All domain names registered through Namecheap.com are pointed to a "Coming Soon"/"Parking" Web page which informs visitors that the registrant has recently registered their domain name at Namecheap.com. Namecheap.com reserves the right to modify the Coming Soon/ Parking Page at any time without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Namecheap.com, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface (iv) domain search interface. To see a sample Coming Soon Web page, please click here. If for any reason you do not wish to have the domain name pointing to the Parking page, you can disable it from Namecheap's domain control panel. If you want any specific instuctions, please contact our support.

#### 21. Whois Guard Server

#### WhoisGuard Service Agreement

PLEASE READ THIS WhoisGuard SERVICE AGREEMENT ("AGREEMENT") CAREFULLY. BY USING THE WhoisGuard SERVICES ("WG SERVICES"), YOU AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU AGREE THAT THE "SERVICE PROVIDERS" (DEFINED BELOW) MAY AMEND THIS AGREEMENT BY POSTING THE AMENDED AGREEMENT ON THE WEBSITE WHERE YOU OBTAINED THE WG SERVICES. YOU AGREE THAT ANY NEW, DIFFERENT OR ADDITIONAL FEATURES THAT CHANGE THE WG SERVICES WILL AUTOMATICALLY BE SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO, DO NOT USE, ACCESS, OR CONTINUE TO USE THE WG SERVICES. CONTINUED USE OF THE WG SERVICES AFTER CHANGES TO THIS AGREEMENT HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

This Agreement is by and between WhoisGuard - Namecheap.com ("Backend Service Provider"), the party, if any, other than the Backend Service Provider who makes the WG Services available to you ("Primary Service Provider," Backend Service Provider and Primary Service Provider, if any, being together referred to herein as the "Service Providers"), your heirs, executors, administrators, agents, successors and assigns ("You," "Your," and other appropriate formatives). This Agreement sets forth the terms and conditions of Your relationship with the Service Providers and Your use of the WG Services. You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; (iii) anyone who uses the account You establish to obtain the WG Services, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to obtain the WG Services. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN"), including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy," http://www.icann.org/dndr/udrp/policy.htm) any policy which ICANN may establish with respect to WHOIS information, and the terms and conditions of Your domain name registration with Your registrar (the ICANN-accredited person or entity through which You register a domain name). This Agreement is in addition to domain name registration agreement(s) entered into by You and a registrar when you register or renew domain name registration(s).

#### THE WG SERVICES

If you subscribe to the WG Services, each domain name registration which you control and which You designate ("WG Domains") will thereafter be registered in the name of the Backend Service Provider, as registrant. Your name, postal address, email address, phone and fax numbers shall be kept confidential, subject to Section 5 of this Agreement. The following information (and not your personal information) will be made publicly available in the "Whois" directory for each WG Domain:

The Backend Service Provider's email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts ("WG Addresses"); The primary and secondary domain name servers You designate for the WG Domain; The WG Domain's original date of registration and expiration date; The identity of Your registrar, domain name service provider (if different from registrar) and the status of the WG Domain with the registrar (such as, "active," "Registrar Lock," "clienthold," etc.).

While You will not be listed as the registrant for the WG Domains, and other than as described in this Agreement, the Backend Service Provider will not act to control the WG Domain(s). You will retain the right to sell, transfer, or assign each WG Domain; You will retain the right to control and set the DNS settings for the WG Domain(s); You will retain the right to renew each WG Domain name registration upon expiration (subject to your registrar's applicable rules and policies); and You will remain responsible to resolve any and all monetary or other legal claims that arise in connection with Your WG Domain(s), subject to the remaining provisions of this Agreement.

IMPORTANT: THE WG SERVICES ARE NOT A GENERAL MAIL FORWARDING SERVICE. You agree that You will not provide any third party with the WG Addresses for the purpose of having such third party transmit communications to you through the Backend Service Provider. Third parties may obtain the WG Addresses listed in the Whois directory by their own initiative, but You agree that You will not be the one to provide the WG Addresses to such third parties.

#### PROVISION OF PERSONAL INFORMATION

You agree that for each WG Domain, You will provide to the Service Providers and maintain as current and accurate, the following information:

Your name, address, email address, postal address, phone and fax numbers; The name, address, email address, postal address, phone and fax numbers for the WG Domain's administrative, technical, and billing contacts; The primary and secondary domain name servers for the WG Domain;

You agree to: (i) update this information immediately as it changes over time; (ii) respond within five (5) business days to any inquiries made by either Service Provider to determine the validity of personal information provided by You; (iii) promptly respond to messages regarding correspondence addressed to or involving Your WG Domain(s), as more fully set forth in section 6 below. If You do not supply primary and secondary domain name servers, You agree that Backend Service Provider may point Your WG Domain(s) to an IP address of Backend Service Provider' choosing until such time as You supply primary and secondary domain name servers.

#### RENEWALS AND FEES

If You have selected automatic renewal of the WG Services through the account which you use to manage Your WG Services ("Your Account"), You agree i) that the WG Services shall be automatically renewed 30 days prior to the end of Your WG Services term, ii) that the Service Provider will attempt to charge the credit card You have on file with the Service Provider at the then current rates, and iii) You waive any requirement to obtain your ongoing affirmative consent to any such automatic renewal. If you do not wish to automátically renew the WG Services, You agree that the exclusive method for communicating this to the Service Provider shall be by logging into Your Account to ensure that the auto-renewal or renewal option is not selected. You understand that You must do this at least 31 days prior to the end of the then current WG Service term. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. If Service Provider is unable to collect renewal or other fees, you agree that a Service Provider may contact You, but is not obliged to do so, and You agree that Service Provider may suspend or terminate the WG Services as a result of inability to obtain payment.

For domain name registrations which are serviced by a registrar other than a Service Provider: If available as an option and if such option selected by You, You agree that either Service Provider shall be authorized to contact your domain name registration service provider on Your behalf (and using the credit card provided by You) to renew the domain name registration of associated WG Domains.

If Backend Service Provider elects to begin charging fee(s) to forward communications to You (see below), You agree that you may be required to pay such fees before the communications will be forwarded. Backend Service Provider may change its service and forwarding fees at any time. Backend Service Provider may also charge reasonable fees for administrative tasks outside the scope of regular services. These may include, but are not limited to, customer service issues that require personal service and disputes that require legal services. You are responsible for paying all fees and taxes associated with using Backend Service Provider's services. Payment shall be made by credit card unless other options are indicated in Your Account. You agree that charges may appear on the credit card statement under a descriptive provider identifier, such as "Domain Name Registration Services." Fees are non-refundable. If for any reason there is a charge back for any fee previously charged to the credit card by Backend Service Provider, You agree that Backend Service Provider may, without notice, pursue all available remedies in order to obtain payment. Without limitation on other remedies which may be available under such circumstances, You agree that Backend Service Provider may assume complete ownership of the WG Domain(s), that the WG Domain(s) may be sold to third parties, or that the WG Domain(s) may be to pointed to IP numbers of Backend Service Provider's choosing, and that Backend Service Provider may immediate cancel Your Account and all services provided to You.

IMPORTANT TERMS REGARDING RELATIONSHIP OF TERM OF WG SERVICES AND REGISTRATION TERM OF AN ASSOCIATED WG DOMAIN: You understand that your WG Services term begins on the date Your attempt to procure the WG Services is accepted by the Service Provider(s) and that it shall run for the unit of time which You order (typically, this would be one year). You understand that the WG Services term may be different than the registration term of the WG Domain which is associated with the WG Services. If an WG Domain expires and is deleted before the end of the term of the associated WG Services, then the WG Services associated with the domain will end when the WG Domain is deleted and You understand that there will be no refund for any resulting unused portion of an WG Services term. If the WG Services term ends while the registration term for an WG Domain is still ongoing, then the WG Services will no longer be provided, the personal information specified in section 2 shall be listed in the WHOIS output for the (then former) WG Domain, and the communications forwarding services specified in section 6 will no longer be provided.

#### YOUR REPRESENTATIONS & WARRANTIES

You represent and warrant that all information provided by You pursuant to this Agreement is truthful, complete, current and accurate and You represent and warrant that you will maintain all information in this status throughout the term of this Agreement. You also represent and warrant that You are using the WG Services in good faith and that You have no knowledge or reason to believe that Your WG Domain or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that neither the WG Services nor WG Domain(s) will not be used in connection with any illegal or morally objectionable activity (as defined below in section 5), or, in connection with the transmission of unsolicited commercial email ("Spam").

#### SERVICE PROVIDER'S SUSPENSION OR TERMINATION OF SERVICE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

In the event of any of the following:

If the WG Domain(s) is (are) alleged to violate or infringe a third party's trademark, trade name, copyright interests or other legal rights of third parties; If you breach any provision of this Agreement or an anti-Spam policy of either Service Provider; If You breach any provision of Your registrar's Registration Agreement; If necessary to protect the integrity and stability of the applicable domain name registry; If necessary to comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement; If Backend Service provider is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your use of the WG Services or an WG Domain;

If necessary to comply with ICANN's Dispute Resolution Policy or other policies promulgated by ICANN (including policies which may preclude use a service such as ID Protect); If necessary to avoid any financial loss or legal liability (civil or criminal) on the part of Backend Service Provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; OR if it comes to Backend Service Provider's attention that You are alleged to be using the WG Services for purposes of engaging in. participating in, sponsoring or hiding Your involvement in illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal primarily to prurient interests; (ii) defame, embarrass, harm, abuse, threaten, or harass: (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, race, ethnicity, or are otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information, THEN

You understand and agree that Backend Service Provider has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to suspend the WG Services, close Your Account, terminate provisionment of the WG Services, list the information You provided in section 2 in the Whois output or provide the information You provided in section 2 to a claimant, resolve any and all third party claims, whether threatened or made, arising out of Your use of WG Domain, or take any other action which Backend Service Provider deems necessary.

In the event Backend Service Provider takes any of the actions set forth above or in the event You elect to cancel the WG Services for any reason, neither Service Provider will refund any fees paid by You for the WG Services.

You also acknowledge and agree that Backend Service Provider may, in its sole discretion and without any liability to You whatsoever, cancel the WG Services during the first thirty (30) days after You procured the WG Services, and/or suspend Your rights under this Agreement and list the WG Addresses during resolution of a dispute or investigation of allegations.

#### FORWARDING COMMUNICATIONS

You agree that Backend Service Provider will review communications sent to the WG Addresses associated with Your WG Domain. For communications received via certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. postal mail which does not appear to be unsolicited commercial mail, Backend Service Provider may either i) forward such communication to You or ii) may attempt to communicate to you a scanned copy of a page of the communication to ascertain Your desires with respect to forwarding the communication to You. You specifically acknowledge that Backend Service Provider may elect to not forward to You (nor to otherwise communicate with You) regarding first class postal mail or email, fax, postal mail or telephone communications which appear to be unsolicited communications which offer or advertize the sale of goods or services or which solicit charitable contributions, or communications which appear to arise from Your having used the WG Services as a general mail forwarding service (see section 1, above). You authorize Backend Service Provider to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by Backend Service Provider, including failures which arise from Backend Service Provider's mistake in judging whether a communication appears to be an unsolicited communication.

Email. The Whois directory generally requires an email address for every purchased domain name registration. When You purchase WG Services, Backend Service Provider creates an email address for that domain, "yourdomainname@whoisprivacyprotect.com". Thereafter, when messages are sent to the email address listed in the WG Address, Backend Service Provider forwards such messages to the email address You listed in section 2. If such email address becomes non-functioning or if email to such address bounces, Backend Service Provider is not obligated to attempt to contact You through other means. You agree that Backend Service Provider may elect, in Backend Service Provider's sole discretion, to allow You to access Your Account and view email sent to the WG Addresses, though such alternative means of servicing Your Account is an option and not a requirement.

Your Obligation to Respond to communications from the Backend Service Provider: When Backend Service Provider receives a communication which may warrant forwarding to You, per the terms of this Agreement, Backend Service Provider will send an email to the email address You provided to Backend Service Provider pursuant to section 2. The email message will identify the sender of the correspondence and the date received. As an alternative, You agree that Backend Service Provider may allow you to access Your Account to view full or partial scanned copies of (non-email) communications sent to the WG Addresses and that You may be required to interact with Your Account to have the physical originals of such communications forwarded to You and that if You do not interact with Your Account in the ways indicated upon accessing Your Account, that the communications may not be forwarded to You. In either event, You will have seventy-two (72) hours to decide whether to have the communication(s) forwarded. If you do not respond within this time period, the communication(s) will not be forwarded. Method of forward will be determined by Backend Service Provider. Communication(s) may not be immediately forwarded upon Your election; there may be a delay and communication(s) may be aggregated to be forwarded together. The Backend Service Provider may begin charging fees for forwarding communications or may change the method by which communications are forwarded without written notice.

In the event You do not respond to communications from the Backend Service Provider regarding communications received at the WG Address, Backend Service Provider may immediately reveal the information You provided pursuant to section 2 and/or cancel the WG Services regarding either the WG Domain in question or with respect to all of Your WG Domains, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. This action would be taken because Backend Service Provider will not become involved in any legal or other matters between You and third parties.

#### LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT. INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, THE WG SERVICES, USE OR INABILITY TO USE THE PRIMARY OR BACKEND SERVICE PROVIDER(S) WEB SITE(S) OR THE MATERIALS AND CONTENT OF THE WEB SITE(S) OR ANY OTHER WEB SITES LINKED TO SUCH WEB SITE(S) OR YOUR

PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO BACKEND SERVICE PROVIDER OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRIMARY AND BACKEND SERVICE PROVIDERS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

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Severability; Construction; Entire Agreement.

You agree that if any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and Backend Service Provider regarding the services contemplated herein.

Governing Law; Venue; Waiver Of Trial By Jury.

This Agreement shall be governed in all respects by the laws and judicial decisions of Los Angeles, California excluding its conflicts of laws rules. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of California. For the adjudication of domain name registration disputes and disputes under this Agreement, you agree to submit to the exclusive subject matter and personal jurisdiction of the state and Federal courts located in King County, Washington, you agree that venue shall be proper in such jurisdiction, and you agree to waive any objection you may

have to jurisdiction and venue in such forum. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement and You agree that service upon You may be accomplished by depositing the summons and complaint in the United States mail, first-class mail, postage pre-paid, addressed to the address provided by you in section 2, which service shall be deemed to be effective five days after deposit.

Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the WG Services is accepted by the Service Provider(s). The term shall run for the unit of time which You ordered when You procured the WG Services, unless terminated or suspended sooner according to the terms of this Agreement. Sections 6 (Forwarding Communications), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 11 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

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| 1  | Subject: Second Attempt: WAL*MART(R) 500 Dollar Gift Card Inside                |
|----|---|
| 2  | Subject: Shop Home Depot for all the latest appliances and decor.               |
| 3  | Subject: TOYS'R'US Confirmation   |
| 4  | Subject: Second Attempt: \$500 TARGET Gift Card Inside                          |
| 5  | Subject: MACY'S 1,000 Dollar Gift Card Inside                                   |
| 6  | Subject: MACY'S (R) One thousdan Dollar Gift Card Inside                        |
| 7  | Subject: COSTCO (R) 500 Dollar Gift Card Inside - Membership Card Included      |
| 8  | Subject: Dyson Cyclone Vacuum - F R E E   |
| 9  | Subject: Apple iPhone Giveaway - First Come, First Served                       |
| 10 | Subject: Get a FREE Apple iPod Touch  |
| 11 | Subject: Get a FREE \$500 Gift Card!  |
| 12 | Subject: \$500 Gift Card from Sears   |
| 13 | Subject: 12 Boxes of Condoms Giveaway - Its Always Better to be Safe than Sorry |
| 14 | Subject: 2nd Attempt today: HDTV HOLIDAY GIVEAWAY                               |
| 15 | Subject: Hotel Critics Wanted!  |
| 16 | Subject: Are you smarter than a 5th grader?                                     |
| 17 | Subject: Stay in the Best Hotels without Paying a Dime!                         |
| 18 | Subject: Get a \$500 Gift Card for Home Depot!                                  |
| 19 | Subject: Gift Card, \$500 to use at Home Depot                                  |
| 20 | Subject: christine Get a =?UTF8?Q?=24?=500 Target Gift Card                     |
| 21 | Subject: tawnya Get a =?UTF8?Q?=24?=500 Target Gift Card                        |
| 22 | Subject: jr Get a =?UTF8?Q?=24?=500 Target Gift Card                            |
| 23 | Subject: lynn Get a =?UTF8?Q?=24?=500 Target Gift Card                          |
| 24 | Subject: Get a Target Gift Card   |
| 25 | Subject: Get Your \$500 Gift Card from Target F ree                             |
| 26 | Subject: Second Attempt - 500 Dollar TARGET Gift Card Inside                    |
| 27 | Subject: Second Attempt - 500 Dollar MACY'S Gift Card Inside                    |
| 28 | Subject: Free iPhone from SurveyRewardsCenter.com                               |
| 29 | Subject: \$1000 Gift Card from Victoria Secrets                                 |
| 30 | Subject: Get a \$1000 Victoria Secrets Gift Card                                |
| 31 | Subject: \$500 Gift Card from Pepsi   |
| 32 | Subject: Get a Target Gift Card   |
| 33 | Subject: \$1000 American Eagle Outfitters Gift Card                             |
| 34 | Subject: Get a \$1000 Victoria Secrets Gift Card                                |
| 35 | Subject: Get a \$500 Target Gift Card   |
| 36 | Subject: Get a FREE Nintendo Wii!   |
| 37 | Subject: Gift Card from Bloomingdales   |
| 38 | Subject: Get a Bloomingdales Gift Card  |
| 39 | Subject: Bloomingdales Gift Card  |
| 40 | Subject: Get a Blackberry Phone On Us   |
| 41 | Subject: Get FREE NFL Sunday Ticket   |

| 42               | Subject: We're giving them away! UGGS are sooo Comfy                            |
|------------------|---|
| 43               | Subject: Get FREE NFL Sunday Ticket!  |
| 44               | Subject: We have an iPhone(R) waiting for you                                   |
| 45               | Subject: Get a \$500 Subway Gift Card   |
| 46               | Subject: Gift Card from Ritz's Simply Socials                                   |
| 47               | Subject: Get an Apple iPod Touch  |
| 48               | Subject: Apple iPod Touch   |
| 49               | Subject: NFL Jersey Giveaway - All Teams Available                              |
| 50               | Subject: NFL Jersey Giveaway - All Teams Available                              |
| 51               | Subject: Second Attempt: WAL*MART=?UTF8?Q?=C2=AE?= 500 Dollar Gift Card Inside  |
| 52               | Subject: WAL*MART(R) 500 Dollar Gift Card Inside                                |
| 53               | Subject: You have been selected to receive the new Apple iPod Touch             |
| 54               | Subject: Get a FREE Plasma TV for Monday Night Football today                   |
| 55               | Subject: A Plasma TV for Monday Night Football - Reserve Yours Today            |
| 56               | Subject: Get =?UTF8?Q?=24?=500 Gift Card - Target=?UTF8?Q?=21?=                 |
| 57               | Subject: No Cost Plasma TV for Monday Night Football - With Participation       |
| 58               | Subject: Get a Plasma TV for Monday Night Football!                             |
| 59               | Subject: Get FREE Halo 3 and Xbox 360 Elite!                                    |
| 60               | Subject: Second Attempt: =?UTF8?Q?=24?=500 TARGET Gift Card Inside              |
| 61               | Subject: Second Attempt: \$500 TARGET Gift Card Inside                          |
| 62               | Subject: Second Attempt: 500 Dollar JCPenny Gift Card Inside                    |
| 63               | Subject: Dove ProAge Sample Inside - Vote For Your Favorite.                    |
| 64               | Subject: 1000 Dollar Gas Card From Chevron, Mobil, Shell or Texaco              |
| 65               | Subject: 500 Dollar Target Gift Card Inside                                     |
| 66               | Subject: Coke vs Pepsi - Get 12 Cases of Cola for Your Vote!                    |
| 67               | Subject: Coke vs Pepsi - Get a 500 Dollar Visa Gift Card For Your Vote!         |
| 68               | Subject: Smokers & Non-Smokers, Earn 500 Dollars For Your Opinion               |
| 69               | Subject: Your Petsmart Gift Card is ready.                                      |
| 70               | Subject: Pick up your Petsmart Gift Card.                                       |
| 71               | Subject: ?  |
| 72               | Subject: FREE Scrubbing Bubbles Automatic Shower Cleaner from Scrubbing Bubbles |
| 73               | Subject: Second Attempt - WAL*MART(R) 500 Dollar Gift Card Inside               |
| 74               | Subject: .  |
| 75<br><b>7</b> 5 | Subject: FREE Scrubbing Bubbles Automatic Shower Cleaner                        |
| 76               | Subject: Your \$1000 Target Card from Visa is ready                             |
| 77               | Subject: Get your \$1000 Target Gift Card                                       |
| 78               | Subject: Coke(r) or Pepsi(r)? Cast your vote now.                               |
| 79               | Subject: Get =?UTF8?Q?=24?=1000 Gift Card - Target=?UTF8?Q?=21?=                |
| 80               | Subject: Get a =?UTF8?Q?=24?=1000 Target Gift Card                              |
| 81               | Subject: =?UTF8?Q?=24?=1000 Target Card from Visa                               |
| 82               | Subject: =?UTF8?Q?=24?=1000 Target Gift Card                                    |

| 83  | Subject: MACY'S (R) 1,000 Dollar Gift Card Inside  |
|-----|--|
| 84  | Subject: Sam's Club  |
| 85  | Subject: Regarding your WAL MART(R) 500 Dollar Gift Card                                   |
| 86  | Subject: =?UTF8?Q?=24?=500 Sam's Club Gift Card  |
| 87  | Subject: Get a =?UTF8?Q?=24?=500 Sam's Club Gift Card                                      |
| 88  | Subject: Get =?UTF8?Q?=24?=500 Gift Card - Sam's Club                                      |
| 89  | Subject: kelly,Get =?UTF8?Q?=24?=500 Gift Card - Sam's Club=?UTF8?Q?=21?=                  |
| 90  | Subject: Sam's Club Gift Card - please confirm   |
| 91  | Subject: Second Attempt: COSTCO (R) 500 Dollar Gift Card Inside - Membership Card Included |
| 92  | Subject: Second Attempt: 500 Dollar Circuit City (R) Gift Card Inside                      |
| 93  | Subject: Remodel your home with help from Lowes  |
| 94  | Subject: 500 Gift Card - QVC!  |
| 95  | Subject: Lowes Gift Card Confirmation  |
| 96  | Subject: 500 QVC Gift Card   |
| 97  | Subject: Second Attempt: Victoria's Secret (R) Gift Card Inside                            |
| 98  | Subject: 1000 Southwest Gift Card  |
| 99  | Subject: Notice - Southwest Airlines Ticket - please confirm                               |
| 100 | Subject: Second Attempt: WAL*MART(R) 500 Dollar Gift Card Inside                           |
| 101 | Subject: Second Attempt: 500 Dollar Sam's Club Gift Card Inside                            |
| 102 | Subject: Get a Free Scrubbing Bubbles Automatic Shower Cleaner                             |
| 103 | Subject: Sams Club Gift Card - please confirm  |
| 104 | Subject: 500.00 TARGET(R) Gift Card Inside   |
| 105 | Subject: Coke vs Pepsi - Get 12 Cases of Cola for Your Vote!                               |
| 106 | Subject: Second Attempt: HDTV HOLIDAY GIVEAWAY   |
| 107 | Subject: TOYS'R'US (R) 500 Dollar Gift Card Inside   |
| 108 | Subject: Coke vs Pepsi - Get a 500 Dollar Visa Gift Card For Your Vote                     |
|     | Subject: TOYS'R'US (R) 500 Dollar Gift Card Inside   |
|     | Subject: 500 Gift Card from QVC  |
| 111 | Subject: Pepsi v. Coke   |
| 112 | Subject: A Friend Has Sent You A Victoria's Secret Giftcard                                |
| 113 | Subject: Shop at Costco on us  |
| 114 | Subject: Costco Gift Card for creeksid@asis.com  |
| 115 | Subject: Mystery Shoppers Needed - 1000 Bonus  |
|     | Subject: Lowes Gift Card - please confirm  |
| 117 | Subject: 500 Gift Card from Sports Authority   |
| 118 | Subject: 500 Dollar Shopping Spree at Costco   |
| 119 | Subject: Get \$500 Gift Card - Walmart!  |
| 120 | Subject: \$500 Walmart Gift Card   |
| 121 | Subject: \$500 Walmart Gift Card   |
| 122 | Subject: Costco Gift Card for nascarkelly20@asis.com                                       |
| 123 | Subject: Costco Gift Card for ozzy@asis.com  |

| 124 | Subject: Your personal WALMART Card Is Inside   |
|-----|---|
| 125 | Subject: Second attempt - COSTCO (R) 500 Dollar Gift Card Inside - Membership Card Included |
|     | Subject: Sony Vaio Laptop   |
| 127 | Subject: Sam's Club (R) 500 Dollar Gift Card - Advantage Plus Membership Card Included      |
|     | Subject: Final Attempt - WALMART 500 Dollar Gift Card Inside                                |
| 129 | Subject: Regarding your 500.00 Best Buy(R) gift card  |
|     | Subject: \$500 Gift Card from Sam's Club  |
| 131 | Subject: Get a \$500 Sam's Club Gift Card   |
| 132 | Subject: Get \$500 Gift Card - Sam's Club!  |
| 133 | Subject: Your 500 card [Sam's Club; Id#5992] 10/28/07                                       |
| 134 | Subject: \$500 Sam's Club Gift Card   |
| 135 | Subject: Your 500 card [Sam's Club; Id#5992] 10/29/07                                       |
| 136 | Subject: 500 Office Depot Gift Card   |
| 137 | Subject: Confirm for shipment [500 Sam's Club Card] 11/02/07                                |
| 138 | Subject: 500 Dollar Grocery Store Items Giveaway  |
| 139 | Subject: \$500 Gift Card for a Pharmacy   |
| 140 | Subject: Get a \$500 Pharmacy Gift Card   |
| 141 | Subject: Confirm for shipment [500 Sam's Club Card] 11/05/07                                |
| 142 | Subject: Happy Halloween! Your WALMART Card Is Inside                                       |
| 143 | Subject: Second Attempt - Ebay 500 Dollar Gift Certificate Inside                           |
| 144 | Subject: Walmart Gift Card - please confirm   |
| 145 | Subject: Stay at the Wynn, MGM Grand or Caesers - 3 Days, 2 Nights is Fully Comped          |
| 146 | Subject: Get a 500 Dollar WalMart Gift Card   |
| 147 | Subject: Your WALMART Card Is Inside - Confirmation Code: tvuyq                             |
| 148 | Subject: Your WALMART Card Is Inside - Confirmation Code: hirqq                             |
|     | Subject: Your WALMART Card Is Inside - Confirmation Code: vmwhf                             |
|     | Subject: Your WALMART Card Is Inside - Confirmation Code: wckni                             |
|     | Subject: Your WALMART Card Is Inside - Confirmation Code: nuosh                             |
| 152 | Subject: Your WALMART Card Is Inside - Confirmation Code: uszns                             |
| 153 | Subject: Get a Dyson Cyclone Vacuum!  |
| 154 | Subject: Your Victoria's Secret Card  |
| 155 | Subject: Get a Free Dyson Cyclone Vacuum  |
| 156 | Subject: Dyson Cyclone Vacuum   |
| 157 | Subject: Get a Free Year Supply of Diapers  |
| 158 | Subject: Free Year Supply of Diapers  |
| 159 | Subject: \$500 Sears Gift Card  |
| 160 | Subject: Holiday Stuffers: WAL*MART(R) 500 Dollar Gift Card Inside                          |
| 161 | Subject: Get a \$500 Sears Gift Card  |
| 162 | Subject: Year Supply of Diapers   |
| 163 | Subject: \$1000 Holiday Shopping Spree Today!   |
| 164 | Subject: Get a \$1000 Holiday Shopping Spree - Free!  |

| 165 | Subject: \$1000 Holiday Shopping Spree   |
|-----|--|
|     | Subject: Get a \$1000 Holiday Shopping Spree!  |
| 167 | Subject: \$500 Gift Card from Walmart  |
| 168 | Subject: Get a \$1000 Delta Gift Card!   |
|     | Subject: Get a \$500 Sears Gift Card   |
| 170 | Subject: Get a FREE iPhone   |
| 171 | Subject: Get a FREE Year Supply of Diapers!  |
| 172 | Subject: Get a \$1000 Lowes Gift Card  |
| 173 | Subject: \$500 Gift Card for Groceries   |
| 174 | Subject: Get \$500 Gift Card - JCPenney!   |
| 175 | Subject: Get a \$1000 Holiday Shopping Spree!  |
| 176 | Subject: Apple iPod Touch just RELEASED! Get yours                                   |
| 177 | Subject: Get a \$500 Pharmacy Gift Card  |
| 178 | Subject: Get a \$500 Gift Card - Free!   |
| 179 | Subject: Get a \$500 JCPenney Gift Card  |
| 180 | Subject: \$500 Gift Card from Sears  |
| 181 | Subject: FREE \$500 Gift Card Today!   |
| 182 | Subject: Dell Laptop Computer Giveaway   |
| 183 | Subject: Dell Laptop Computer Giveaway   |
| 184 | Subject: WAL*MART(R) 500 Dollar Gift Card Inside for kirkc@asis.com                  |
| 185 | Subject: WAL*MART(R) 500 Dollar Gift Card Inside for tawnya@asis.com                 |
| 186 | Subject: WAL*MART(R) 500 Dollar Gift Card Inside for arlo@asis.com                   |
| 187 | Subject: Apple iPhone  |
| 188 | Subject: Second Notice: Victoria Secret Confirmation                                 |
| 189 | Subject: Pair of Ugg Shoes   |
| 190 | Subject: Try a Pair of Ugg Shoes   |
|     | Subject: 1000 Dollar VISA Gift Card Inside   |
| 192 | Subject: Macy's Confirmation   |
| 193 | Subject: UGGS are sooo Comfy and we're giving them away!                             |
| 194 | Subject: Second attempt- Walmart gift card worth* 500.00 inside                      |
| 195 | Subject: Get a Dell Inspiron 530 - Free  |
|     | Subject: Diaper Survey - Your Opinion is Worth 1000 Dollars - Get Diapers for a Year |
| 197 | Subject: TOYS R US 500 Dollar Gift Card Inside                                       |
|     | subject: Second attempt: Walmart gift card worth* 500.00 inside                      |
| 199 | Subject: Get a \$1000 Target Holiday Shopping Gift Card!                             |
| 200 | Subject: Sin City Hotel Reservations for 3 nights                                    |
| 201 | Subject: Get a \$500 KB Toys Gift Card!  |
|     | Subject: Get a \$1000 Victoria's Secret Gift Card!                                   |
|     | Subject: Get a FREE Dell Inspiron 531!   |
| 204 | Subject: Get a \$500 Circuit City Holiday Gift Card!                                 |
| 205 | Subject: MACY'S 500.00 Dollar Gift Card Inside                                       |

| 206 | Subject: About that Walmart gift card worth* 500.00                                     |
|-----|---|
| 207 | Subject: \$500 KB Toys Gift Card Today!   |
| 208 | Subject: Second Attempt: HDTV HOLIDAY GIVEAWAY  |
| 209 | Subject: Get a \$500 KB Toys Gift Card!   |
| 210 | Subject: Holiday Shopping Gift Card   |
| 211 | Subject: Victoria Secret Confirmation   |
| 212 | Subject: 12 Boxes of Condoms Giveaway - Better to be Safe                               |
| 213 | Subject: CABELA's 500 Dollar Catalogue Shopping Giveaway - America's Favorite Catalogue |
| 214 | Subject: Keep warm this winter, get a pair of Ugg shoes                                 |
| 215 | Subject: See these fabulous pairs of Ugg shoes today                                    |
| 216 | Subject: Get a \$1000 Exxon Mobil Gift Card!  |
| 217 | Subject: Apple iPod Touch - Free!   |
| 218 | Subject: What is your favorite Game Show?   |
|     | Subject: Get a HDTV - Free!   |
| 220 | Subject: Get a FREE HDTV!   |
| 221 | Subject: Get a FREE Apple iPod Touch!   |
|     | Subject: Second Attempt: Victoria's Secret Gift Card Inside                             |
|     | Subject: Get a FREE Video Game Console!   |
| 224 | Subject: Video Game Console - FREE!   |
| 225 | Subject: 12 Boxes of Condoms for You - Its Always Better to be Safe than Sorry          |
|     | Subject: 12 Boxes of Condoms No Charge- Its Always Better to be Safe than Sorry         |
|     | Subject: Get Free one year supply of Diapers  |
|     | Subject: Second Attempt: HDTV GIFT FOR YOU  |
|     | Subject: \$500 L.L. Bean Gift Card  |
|     | Subject: Third Attempt: Macy's 500 Dollar Gift Card Inside                              |
| 231 | Subject: Second Attempt: XBOX¬Æ 360,Ñ¢ HOLIDAY GIVEAWAY                                 |
|     | Subject: Second Attempt: XBOXÆ 360ô HOLIDAY GIVEAWAY                                    |
|     | Subject: Third Attempt: Victoria's Secret (R) Gift Card Inside                          |
|     | Subject: \$1000 Apple Gift Card   |
|     | Subject: Get a \$500 Gift Card - Free for 2008!   |
|     | Subject: Shop for Free! \$500 Gift Card   |
|     | Subject: Get a \$500 Visa Gift Card!  |
|     | Subject: Do you watch American Idol?  |
|     | Subject: Second Attempt: HDTV GIVEAWAY  |
| _   | Subject: Please accept Victoria Secret GiftCard Offer                                   |
| 241 | Subject: Victoria secret giftcard Offer, tawnya,  |
|     | Subject: Get a \$500 Victoria's Secret Gift Card!                                       |
|     | Subject: Congratutlations on your Victoria Secret Gift Card Offer, dwiley               |
|     | Subject: Victoria secret giftcard Offer, dezignsbydenize,                               |
|     | Subject: \$500 Visa Gift Card   |
| 246 | Subject: \$500 Visa Gift Card Today!  |

| 247 | Subject: \$500 Victoria Secret Gift Card Giveaway                         |
|-----|---|
| 248 | Subject: \$500 Victoria's Secret Gift Card                                |
| 249 | Subject: Get a \$500 Visa Gift Card!                                      |
| 250 | Subject: dwiley, Please accept Victoria Secret GiftCard Offer             |
| 251 | Subject: haley1, Congratutlations on your Victoria Secret Gift Card Offer |
| 252 | Subject: Spruce up your home with a Home Depot Card.                      |
| 253 | Subject: Take Our American Idol Survey                                    |
| 254 | Subject: Home Depot Card Inside.  |
| 255 | Subject: FREE Xbox 360 Elite  |
| 256 | Subject: Your Valentines Day Gift Card                                    |
| 257 | Subject: Second Attempt: MAC Five Hundred Dollar Gift Card Inside         |
| 258 | Subject: Where do you shop for Groceries?                                 |
| 259 | Subject: Who Do You Think Is Gonna WIn American Idol                      |
| 260 | Subject: Victoria's Secret Valentines Day Gift Card Today!                |
| 261 | Subject: Victoria's Secret Valentines Day Gift Card                       |
| 262 | Subject: Get a \$500 Victoria's Secret Valentines Day Gift Card!          |
| 263 | Subject: TomTom GPS - Free  |
| 264 | Subject: Dell Computer Confirmation #475aZO                               |
| 265 | Subject: Free \$1000 TargetÆ Card Creeksid                                |
| 266 | Subject: Get your free Apple iPhone                                       |
| 267 | Subject: Who Do You Think Is Our Next American Idol                       |
|     | Subject: Product Testers needed to test and keep a New Dell XPS M1530     |
|     | subject: Victoria's Secret(R) Gift Card Inside                            |
|     | Subject: A Free TomTom GPS System!  |
|     | Subject: Second Attempt: Victoria's Secret(R) Gift Card Inside            |
| 272 | Subject: Dell Computer Confirmation #167aPO                               |
|     | Subject: Dell Computer Confirmation #817aPO                               |
|     | Subject: Dell Computer Confirmation #394aMO                               |
|     | Subject: Dell Computer Confirmation #699aWE                               |
|     | Subject: Dell Computer Confirmation #820aDU                               |
| 277 | Subject: Dell Computer Confirmation #972aPH                               |
|     | Subject: Dell Computer Confirmation #383aVE                               |
|     | Subject: Dell Computer Confirmation #704aPH                               |
| 280 | Subject: Dell Computer Confirmation #961aFE                               |
| 281 | Subject: Dell Computer Confirmation #194aWO                               |
| 282 | Subject: Dell Computer Confirmation #444aMO                               |
| 283 | Subject: Dell Computer Confirmation #437aPA                               |
| 284 | Subject: Dell Computer Confirmation #763aTH                               |
| 285 | Subject: Dell Computer Confirmation #362aTH                               |
|     | Subject: Dell Computer Confirmation #342aWO                               |
| 287 | Subject: Dell Computer Confirmation #54aXE                                |

| 288 | Subject: Dell Computer Confirmation #119aFE                      |
|-----|--|
| 289 | Subject: Dell Computer Confirmation #307aBA                      |
| 290 | Subject: Regarding your Walmart gift card worth* 500.00 dollars  |
| 291 | Subject: Free Dell Laptop  |
| 292 | Subject: \$250 Macys shopping spree                              |
| 293 | Subject: Dell Computer Confirmation #769aRO                      |
| 294 | Subject: Dell Computer Confirmation #313aSO                      |
| 295 | Subject: Dell Computer Confirmation #668aRE                      |
| 296 | Subject: Dell Computer Confirmation #943aZE                      |
| 297 | Subject: Dell Computer Confirmation #460aRU                      |
| 298 | Subject: Dell Computer Confirmation #489aFU                      |
| 299 | Subject: Free \$1000 TargetÆ Card Keller                         |
| 300 | Subject: Free \$1000 TargetÆ Card Mopogo                         |
| 301 | Subject: Free \$1000 TargetÆ Card Shylablue                      |
| 302 | Subject: Free \$1000 TargetÆ Card Toto                           |
| 303 | Subject: \$250 Macys Gift  |
| 304 | Subject: Dell Computer Confirmation #475aLA                      |
| 305 | Subject: Dell Computer Confirmation #411aPU                      |
| 306 | Subject: Dell Computer Confirmation #654aST                      |
| 307 | Subject: Dell Computer Confirmation #115aQU                      |
| 308 | Subject: Dell Computer Confirmation #592aNG                      |
| 309 | Subject: Dell Computer Confirmation #20aNU                       |
| 310 | Subject: Dell Computer Confirmation #581aVI                      |
| 311 | Subject: Dell Computer Confirmation #236aWU                      |
| 312 | Subject: Dell Computer Confirmation #108aGA                      |
| 313 | Subject: Dell Computer Confirmation #788aWI                      |
| 314 | Subject: Dell Computer Confirmation #211aHI                      |
| 315 | Subject: Dell Computer Confirmation #463aPH                      |
| 316 | Subject: Dell Computer Confirmation #756aNO                      |
| 317 | Subject: Dell Computer Confirmation #125aHU                      |
| 318 | Subject: Dell Computer Confirmation #330aWO                      |
| 319 | Subject: Dell Computer Confirmation #693aPH                      |
| 320 | Subject: Dell Computer Confirmation #976aZA                      |
| 321 | Subject: Dell Computer Confirmation #450aNG                      |
| 322 | Subject: Dell Computer Confirmation #185aNG                      |
| 323 | Subject: Dell Computer Confirmation #536aCI                      |
| 324 | Subject: About your Hotel Reservations in Las Vegas for 3 nights |
| 325 | Subject: Get a FREE Sony LCD HDTV!                               |
| 326 | Subject: Sexy Victoria's Secret(R) Gift Card Inside              |
| 327 | Subject: We've got an iPhone(R) waiting for you                  |
| 328 | Subject: Apple iPhone Giveaway                                   |

| 329 | Subject: Get a FREE MacBook Air!                                      |
|-----|---|
| 330 | Subject: FREE MacBook Air Today!                                      |
| 331 | Subject: FREE MacBook Air   |
| 332 | Subject: Get a MacBook Air - Free!                                    |
| 333 | Subject: Hot Laptops, Cool Colors, Free!                              |
| 334 | Subject: Haley regarding your 500.00 Best Buy gift card               |
| 335 | Subject: Best Buy 500.00 dollar gift card inside                      |
| 336 | Subject: Get a Free Sony HD Handycam!                                 |
| 337 | Subject: Free Sony HD Handycam  |
| 338 | Subject: Kirsten Eat at Your Favorite Restaurants on us               |
| 339 | Subject: C.j. Eat at Your Favorite Restaurants on us                  |
| 340 | Subject: Barbara Eat at Your Favorite Restaurants on us               |
| 341 | Subject: Joan Eat at Your Favorite Restaurants on us                  |
| 342 | Subject: Trevor Eat at Your Favorite Restaurants on us                |
|     | Subject: Carolyn Eat at Your Favorite Restaurants on us               |
| 344 | Subject: Jr Eat at Your Favorite Restaurants on us                    |
| 345 | Subject: Kirk Eat at Your Favorite Restaurants on us                  |
|     | Subject: Gary Eat at Your Favorite Restaurants on us                  |
|     | Subject: Christine Eat at Your Favorite Restaurants on us             |
|     | Subject: Leah Eat at Your Favorite Restaurants on us                  |
|     | Subject: JOHN Eat at Your Favorite Restaurants on us                  |
|     | Subject: Tami Eat at Your Favorite Restaurants on us                  |
|     | Subject: Dan Eat at Your Favorite Restaurants on us                   |
|     | subject: Dell Computer and Laptop Giveaway                            |
|     | Subject: Bonnie Eat at Your Favorite Restaurants on us                |
|     | Subject: Get a FREE Nintendo Wii!                                     |
|     | Subject: LEAH upgrade with this Sony VAIO Notebook computer           |
|     | Subject: CAROLYN upgrade with this Sony VAIO Notebook computer        |
|     | Subject: GARY upgrade with this Sony VAIO Notebook computer           |
|     | Subject: Daniel upgrade with this Sony VAIO Notebook computer         |
|     | Subject: Dan upgrade with this Sony VAIO Notebook computer            |
|     | Subject: Walmart Gift Card Winner                                     |
|     | Subject: Hotel Critics Needed=?UTF8?Q?=21?=                           |
|     | Subject: Second Attempt: 500 dollar TARGET Gift Card Inside           |
|     | Subject: We still have a Dell Computer and Laptop waiting to give you |
|     | Subject: Your 1000 Walmart (R) Card - confirm for shipment            |
|     | Subject: Free Nokia N95 Today!  |
| 366 | Subject: Get a LG Washer & Dryer                                      |

## BESTONLINEGIFTCENTER.COM Standard Terms & Conditions

Last updated: December 17, 2007

## **End User License Agreement**

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE BESTONLINEGIFTCENTER.COM SERVICE, INCLUDING THE BESTONLINEGIFTCENTER.COM NETWORK OF SITES (THE "SERVICE") PROVIDED TO YOU BY BESTONLINEGIFTCENTER.COM (REFERRED TO HEREIN AS "BESTONLINEGIFTCENTER.COM"). BY USING THE SERVICE, YOU AGREE TO THIS END USER LICENSE AGREEMENT, WHICH INCLUDES THE BESTONLINEGIFTCENTER.COM PRIVACY POLICY AND OTHER POLICIES AND GUIDELINES OF THE SERVICE, INCLUDING OFFICIAL RULES FOR ANY CONTESTS OR SWEEPSTAKES, OFFICIAL GIFT OFFER RULES AND THE POLICIES AND GUIDELINES OF OUR THIRD PARTY PARTNERS ("SPONSORS") (COLLECTIVELY, THE "AGREEMENT"). ALL SUCH RULES, POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

The Service is only offered to United States residents who are 18 years of age and over. If you do not agree to these terms of this Agreement please do not use the Service. We reserve the right, at our discretion, to change or modify the terms and conditions of this Agreement at any time. Please check these terms periodically for changes and or updates. Your continued use of any part of the Service following the posting of changes to these terms and conditions (including Official Gift Offer Rules and Official Sweepstakes Rules) indicates your acceptance of those changes.

## 1. License Grant.

Subject to the terms and conditions of this Agreement, BESTONLINEGIFTCENTER.COM grants to you a non-exclusive, non-transferable, revocable, limited license, to use the Service solely for , non-commercial and personal purposes. You understand that we, in our sole discretion, may modify the Service at any time or suspend or terminate any license hereunder.

## 2. Ownership.

You acknowledge that the Service is the property of BESTONLINEGIFTCENTER.COM or its licensors, and is protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to "Intellectual Property Rights". "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including without limitation, moral or similar rights. All rights not expressly granted hereunder are expressly reserved to BESTONLINEGIFTCENTER.COM and BESTONLINEGIFTCENTER.COM is a service mark of BESTONLINEGIFTCENTER.COM

## 3. Content and Infringement.

You understand that all third party content, including, without limitation all Sponsor offers, data,

links, articles, search results, graphic or video messages and all information, text, software, music, sound, graphics or other materials made available or accessible through the Service ("Content"), whether publicly available or privately transmitted, is the sole responsibility of the entity from whom it originated. BESTONLINEGIFTCENTER.COM does not endorse or control such Content. You understand and agree that by using the Service, you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will BESTONLINEGIFTCENTER.COM or its licensors be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for loss or damage of any kind incurred as a result of the use of any Content posted or transmitted via the Service. By accepting this Agreement, you indicate that you understand, acknowledge and agree that by using the Service, you may be subject to various risks, including the exposure of data you have downloaded or have offered to share, and that you accept all such risk as solely your risk and responsibility.

In addition, all Content made available or accessed through the use of the Service is the property of the applicable Content owner and may be protected by applicable laws, including without limitation, those relating to Intellectual Property Rights. Finally, any suggestions, ideas or innovations that you voluntarily and optionally disclose to us through any means may be used or not used, at BESTONLINEGIFTCENTER.COM's sole discretion, and BESTONLINEGIFTCENTER.COM will have no obligation to pay to you for any such suggestions, ideas and inventions.

## 4. Privacy.

You consent to the use and collection of your information in accordance with BESTONLINEGIFTCENTER.COM's <u>privacy policy</u>. This Privacy Policy is part of this Agreement and you agree that use of data as described in the privacy policy is not an actionable breach of your privacy or publicity rights.

## 5. Registration Information and Email Newsletter.

If you elect to register to use the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the our registration form (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete, BESTONLINEGIFTCENTER.COM may in its sole discretion have grounds to suspect that such is the case, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). In addition, when you register for the Service, you agree to receive an email newsletter that may contain BESTONLINEGIFTCENTER.COM or Sponsor offers. You may opt-out of receiving this email newsletter at any time by following the opt-out instructions.

## 6. Third Party Offers.

The core of the Service is providing valuable offers to our registered users. Many of these offers will be from Sponsors who wish to inform our user base of their promotional offers. You are not obligated to opt-in to receive any Sponsor offers when you take a survey. However, if you choose to opt-in to receive any Sponsor offer, such Sponsor may contact you through the registration information you provided to BESTONLINEGIFTCENTER.COM, including without

limitation, by telephone or email pursuant to the terms of BESTONLINEGIFTCENTER.COM's <u>privacy policy</u>. BESTONLINEGIFTCENTER.COM reserves the right to change Sponsors' offers, including gift requirements, at any time.

## 7. Official Gift Offer Rules.

You agree to be bound by the relevant Official Gift Offer Rules for the offer giveaways. To receive a free gift, you must accumulatet indicated in the Official Gift Offer Rules.

## 8. Official Sweepstakes Rules.

You agree to be bound by the relevant Official Rules for the sweepstakes you elect to participate in.

## 9. Indemnification

You are entirely responsible for maintaining the confidentiality of the information you provided to us. Furthermore, you are entirely responsible for any and all activities which occur under your account. You agree to indemnify, defend and hold harmless BESTONLINEGIFTCENTER.COM, its parents, affiliates and subsidiary companies, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, your violation of the terms of this Agreement or your infringement, or infringement by any other user through your account, of any Intellectual Property Right or other right of any person or entity. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

#### 10. DISCLAIMER OF WARRANTY

YOUR ACCESS AND USE OF THE SERVICE AND ANY CONTENT AT YOUR SOLE RISK.WE PROVIDE THE SERVICE AND THE CONTENT ON AN "AS IS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES PROVIDED BY THIRD PARTIES ACCESSIBLE ON OR THROUGH THE SERVICE OR THE CONTENT. NEITHER WE NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, THIRD PARTY VENDORS, FACILITIES, INFORMATION PROVIDERS, LICENSORS, OR OTHER SUPPLIERS PROVIDING DATA, INFORMATION, OR SERVICES (EACH A "PROVIDER") MAKE ANY REPRESENTATION OR WARRANTY: (A) AS TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY OF THE CONTENT OR THE SERVICE OR ANY INFORMATION, SERVICE OR TRANSACTION PROVIDED THEREBY, OR (B) THAT THE SERVICE WILL BE AVAILABLE OR WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR (C) THAT ERRORS OR DEFECTS RELATED TO THE SERVICE WILL BE CORRECTED. WE ALSO DO NOT WARRANT THAT THE SERVICE OR THE INFORMATION AVAILABLE THROUGH THE SERVICE OR THE CONTENT IS APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY

PARTICULAR JURISDICTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

The above exclusions may not apply in jurisdictions that do not allow the exclusion of certain implied warranties.

#### 11. Termination

We may terminate this Agreement or cease offering the Service, at any time and for any reason in our sole discretion.

## 12. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL BESTONLINEGIFTCENTER.COM ITS PARENT, SUBSIDIARIES, OR AFFILIATES OR THEIR EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, PARTNERS, ADVERTISERS, DIRECTORS OR AGENTS (EACH A "PROTECTED PARTY, COLLECTIVELY "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR OTHER RELIEF ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR TO YOUR USE OR INABILITY TO USE ANY OR ALL OF THE SERVICE INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF EXACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL PROTECTED PARTIES' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE LESSER OF FIFTY DOLLARS (\$50) OR THE REVENUE EXACT ACTUALLY RECEIVED DIRECTLY ATTRIBUTABLE TO THE SOFTWARE ON YOUR COMPUTER. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## 13. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws, and you hereby consent to the personal and exclusive jurisdiction of the state and federal courts located in Palm Beach County, FL. You agree that any and all disputes, controversies and claims relating in any way to the Software, this Agreement or the breach thereof (including the arbitration of any claim or dispute and the enforceability of this paragraph) shall be submitted to and resolved by means of a confidential arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules and conducted in Palm Beach County, FL. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. You and BESTONLINEGIFTCENTER.COM may litigate in any court of competent jurisdiction only to stay or compel arbitration under this Agreement or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators and to enforce the judgment that is entered. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an action involving any other current or former user of the Software, whether through class arbitration proceedings or otherwise. However, to the extent you have in any manner violated or threatened to violate BESTONLINEGIFTCENTER.COM's intellectual property rights, BESTONLINEGIFTCENTER.COM may seek injunctive or other appropriate relief in any court

of competent jurisdiction and you irrevocably consent to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the BESTONLINEGIFTCENTER.COM <a href="Privacy Policy">Privacy Policy</a> must be filed within one (1) year after such claim or cause of action arose or be forever barred

## 14. Successor Agreements

The terms of this Agreement may change from time to time. You should check back at http://www.BESTONLINEGIFTCENTER.COM (the "Home Page") regularly to determine if any material changes have been made. We will prominently post material changes on the Home Page. You agree that your continued use of the Service after the effective date of any change will constitute your affirmative consent to this revised Agreement. If you do not accept such revisions, do not access or use the Service.

#### 15. General

This Agreement, as modified from time to time as described above, and including the BESTONLINEGIFTCENTER.COM Privacy Policy, guidelines and policies incorporated by reference, sets forth the entire understanding and agreement between the parties. Without limiting any other remedy available to us, we may suspend or terminate this Agreement and your access and use of the Service if we have reason to believe that you have failed to comply with your obligations under this Agreement. Upon termination, cancellation, suspension or expiration of this Agreement for any reason and by either party, you agree to cease all use of the Service. No delay or failure to enforce any provision of this Agreement will constitute a waiver of such provision by BESTONLINEGIFTCENTER.COM or acts as estoppel against later enforcement. This Agreement constitutes the entire agreement between you and BESTONLINEGIFTCENTER.COM with respect to the specific subject matter addressed herein, and governs your use of the Service, superseding any prior agreements between you and BESTONLINEGIFTCENTER.COM or its affiliates or related entities relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with BESTONLINEGIFTCENTER.COM or its affiliates or related entities pursuant to a registration to access additional software or services provided by BESTONLINEGIFTCENTER.COM. You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of BESTONLINEGIFTCENTER.COM. Any purported assignment without such consent will be null and void. BESTONLINEGIFTCENTER.COM shall not be deemed to be in breach of this Agreement due to any delay or failure of performance or interruption in the availability of the Service resulting directly or indirectly from any act of nature or other cause beyond the reasonable control of BESTONLINEGIFTCENTER.COM. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. All provisions of this Agreement that are intended to survive expiration, cancellation or termination of this Agreement shall so survive. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

## CUSTOMERDIRECTSAVINGS.COM Standard Terms & Conditions

Last updated: December 17, 2007

## **End User License Agreement**

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE CUSTOMERDIRECTSAVINGS.COM SERVICE, INCLUDING THE CUSTOMERDIRECTSAVINGS.COM NETWORK OF SITES (THE "SERVICE") PROVIDED TO YOU BY CUSTOMERDIRECTSAVINGS.COM (REFERRED TO HEREIN AS "CUSTOMERDIRECTSAVINGS.COM"). BY USING THE SERVICE, YOU AGREE TO THIS END USER LICENSE AGREEMENT, WHICH INCLUDES THE CUSTOMERDIRECTSAVINGS.COM PRIVACY POLICY AND OTHER POLICIES AND GUIDELINES OF THE SERVICE, INCLUDING OFFICIAL RULES FOR ANY CONTESTS OR SWEEPSTAKES, OFFICIAL GIFT OFFER RULES AND THE POLICIES AND GUIDELINES OF OUR THIRD PARTY PARTNERS ("SPONSORS") (COLLECTIVELY, THE "AGREEMENT"). ALL SUCH RULES, POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

The Service is only offered to United States residents who are 18 years of age and over. If you do not agree to these terms of this Agreement please do not use the Service. We reserve the right, at our discretion, to change or modify the terms and conditions of this Agreement at any time. Please check these terms periodically for changes and or updates. Your continued use of any part of the Service following the posting of changes to these terms and conditions (including Official Gift Offer Rules and Official Sweepstakes Rules) indicates your acceptance of those changes.

## 1. License Grant.

Subject to the terms and conditions of this Agreement, CUSTOMERDIRECTSAVINGS.COM grants to you a non-exclusive, non-transferable, revocable, limited license, to use the Service solely for , non-commercial and personal purposes. You understand that we, in our sole discretion, may modify the Service at any time or suspend or terminate any license hereunder.

## 2. Ownership.

You acknowledge that the Service is the property of CUSTOMERDIRECTSAVINGS.COM or its licensors, and is protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to "Intellectual Property Rights". "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including without limitation, moral or similar rights. All rights not expressly granted hereunder are expressly reserved to CUSTOMERDIRECTSAVINGS.COM and CUSTOMERDIRECTSAVINGS.COM's licensors. CUSTOMERDIRECTSAVINGS.COM is a service mark of CUSTOMERDIRECTSAVINGS.COM

## 3. Content and Infringement.

You understand that all third party content, including, without limitation all Sponsor offers, data,

links, articles, search results, graphic or video messages and all information, text, software, music, sound, graphics or other materials made available or accessible through the Service ("Content"), whether publicly available or privately transmitted, is the sole responsibility of the entity from whom it originated. CUSTOMERDIRECTSAVINGS.COM does not endorse or control such Content. You understand and agree that by using the Service, you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will

CUSTOMERDIRECTSAVINGS.COM or its licensors be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for loss or damage of any kind incurred as a result of the use of any Content posted or transmitted via the Service. By accepting this Agreement, you indicate that you understand, acknowledge and agree that by using the Service, you may be subject to various risks, including the exposure of data you have downloaded or have offered to share, and that you accept all such risk as solely your risk and responsibility.

In addition, all Content made available or accessed through the use of the Service is the property of the applicable Content owner and may be protected by applicable laws, including without limitation, those relating to Intellectual Property Rights. Finally, any suggestions, ideas or innovations that you voluntarily and optionally disclose to us through any means may be used or not used, at CUSTOMERDIRECTSAVINGS.COM's sole discretion, and CUSTOMERDIRECTSAVINGS.COM will have no obligation to pay to you for any such suggestions, ideas and inventions.

## 4. Privacy.

You consent to the use and collection of your information in accordance with CUSTOMERDIRECTSAVINGS.COM's <u>privacy policy</u>. This Privacy Policy is part of this Agreement and you agree that use of data as described in the privacy policy is not an actionable breach of your privacy or publicity rights.

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registration information you provided to CUSTOMERDIRECTSAVINGS.COM, including without limitation, by telephone or email pursuant to the terms of CUSTOMERDIRECTSAVINGS.COM's <u>privacy policy</u>. CUSTOMERDIRECTSAVINGS.COM reserves the right to change Sponsors' offers, including gift requirements, at any time.

#### 7. Official Gift Offer Rules.

You agree to be bound by the relevant Official Gift Offer Rules for the offer giveaways. To receive a free gift, you must accumulate indicated in the Official Gift Offer Rules.

## 8. Official Sweepstakes Rules.

You agree to be bound by the relevant Official Rules for the sweepstakes you elect to participate in

#### 9. Indemnification

You are entirely responsible for maintaining the confidentiality of the information you provided to us. Furthermore, you are entirely responsible for any and all activities which occur under your account. You agree to indemnify, defend and hold harmless CUSTOMERDIRECTSAVINGS.COM, its parents, affiliates and subsidiary companies, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, your violation of the terms of this Agreement or your infringement, or infringement by

any other user through your account, of any Intellectual Property Right or other right of any person or entity. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

## 10. DISCLAIMER OF WARRANTY

YOUR ACCESS AND USE OF THE SERVICE AND ANY CONTENT AT YOUR SOLE RISK.WE PROVIDE THE SERVICE AND THE CONTENT ON AN "AS IS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION OR NON-INFRINGEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES PROVIDED BY THIRD PARTIES ACCESSIBLE ON OR THROUGH THE SERVICE OR THE CONTENT. NEITHER WE NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, THIRD PARTY VENDORS, FACILITIES, INFORMATION PROVIDERS, LICENSORS, OR OTHER SUPPLIERS PROVIDING DATA, INFORMATION, OR SERVICES (EACH A "PROVIDER") MAKE ANY REPRESENTATION OR WARRANTY: (A) AS TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY OF THE CONTENT OR THE SERVICE OR ANY INFORMATION, SERVICE OR TRANSACTION PROVIDED THEREBY, OR (B) THAT THE SERVICE WILL BE AVAILABLE OR WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR (C) THAT ERRORS OR DEFECTS RELATED TO THE SERVICE WILL BE CORRECTED. WE ALSO DO NOT WARRANT THAT THE SERVICE OR THE INFORMATION AVAILABLE THROUGH THE SERVICE

OR THE CONTENT IS APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

The above exclusions may not apply in jurisdictions that do not allow the exclusion of certain implied warranties.

## 11. Termination

We may terminate this Agreement or cease offering the Service, at any time and for any reason in our sole discretion.

## 12. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL CUSTOMERDIRECTS AVINGS. COM ITS PARENT, SUBSIDIARIES, OR AFFILIATES OR THEIR EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, PARTNERS, ADVERTISERS, DIRECTORS OR AGENTS (EACH A "PROTECTED PARTY, COLLECTIVELY "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR OTHER RELIEF ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR TO YOUR USE OR INABILITY TO USE ANY OR ALL OF THE SERVICE INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF EXACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL PROTECTED PARTIES' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE LESSER OF FIFTY DOLLARS (\$50) OR THE REVENUE EXACT ACTUALLY RECEIVED DIRECTLY ATTRIBUTABLE TO THE SOFTWARE ON YOUR COMPUTER. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## 13. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws, and you hereby consent to the personal and exclusive jurisdiction of the state and federal courts located in Palm Beach County, FL. You agree that any and all disputes, controversies and claims relating in any way to the Software, this Agreement or the breach thereof (including the arbitration of any claim or dispute and the enforceability of this paragraph) shall be submitted to and resolved by means of a confidential arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules and conducted in Palm Beach County, FL. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. You and CUSTOMERDIRECTSAVINGS.COM may litigate in any court of competent jurisdiction only to stay or compel arbitration under this Agreement or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators and to enforce the judgment that is entered. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an action involving any other current or former user of the Software, whether through class arbitration proceedings or otherwise. However, to the extent you have in any manner violated or threatened to violate CUSTOMERDIRECTSAVINGS.COM's

intellectual property rights, CUSTOMERDIRECTSAVINGS.COM may seek injunctive or other appropriate relief in any court of competent jurisdiction and you irrevocably consent to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the CUSTOMERDIRECTSAVINGS.COM <a href="Privacy Policy">Privacy Policy</a> must be filed within one (1) year after such claim or cause of action arose or be forever barred

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## 14. Successor Agreements

The terms of this Agreement may change from time to time. You should check back at http://www.CUSTOMERDIRECTSAVINGS.COM (the "Home Page") regularly to determine if any material changes have been made. We will prominently post material changes on the Home Page. You agree that your continued use of the Service after the effective date of any change will constitute your affirmative consent to this revised Agreement. If you do not accept such revisions, do not access or use the Service.

## 15. General

This Agreement, as modified from time to time as described above, and including the CUSTOMERDIRECTS AVINGS. COM Privacy Policy, guidelines and policies incorporated by reference, sets forth the entire understanding and agreement between the parties. Without limiting any other remedy available to us, we may suspend or terminate this Agreement and your access and use of the Service if we have reason to believe that you have failed to comply with your obligations under this Agreement. Upon termination, cancellation, suspension or expiration of this Agreement for any reason and by either party, you agree to cease all use of the Service. No delay or failure to enforce any provision of this Agreement will constitute a waiver of such provision by CUSTOMERDIRECTSAVINGS.COM or acts as estoppel against later enforcement. This Agreement constitutes the entire agreement between you and CUSTOMERDIRECTSAVINGS.COM with respect to the specific subject matter addressed herein, and governs your use of the Service, superseding any prior agreements between you and CUSTOMERDIRECTSAVINGS.COM or its affiliates or related entities relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with CUSTOMERDIRECTSAVINGS.COM or its affiliates or related entities pursuant to a registration to access additional software or services provided by CUSTOMERDIRECTSAVINGS.COM. You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of CUSTOMERDIRECTSAVINGS.COM. Any purported assignment without such consent will be null and void. CUSTOMERDIRECTSAVINGS.COM shall not be deemed to be in breach of this Agreement due to any delay or failure of performance or interruption in the availability of the Service resulting directly or indirectly from any act of nature or other cause beyond the reasonable control of CUSTOMERDIRECTSAVINGS.COM. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. All provisions of this Agreement that are intended to survive expiration, cancellation or termination of this Agreement shall so survive. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.



✓ I am a U.S. Resident over the age of 18, and I agree to the Privacy Policy and Terms & Conditions of this website.



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Powered by prizerewardcenter.com. prizerewardcenter.com is an independent rewards program and not associated with any of the above listed merchants or brands. The above listed merchants or brands in no way endorse or sponsor prizerewardcenter.com 's offer and are not liable for any alleged or actual claims related to this offer. The above listed trademarks and service marks are the marks of their respective owners. prizerewardcenter.com is solely responsible for all Gift fulfillment. In order to receive your gift you must: (1) Meet the eligibility requirements (2) complete the rewards bonus survey (3) complete the number of sponsor offers in the redemption instructions (4) Follow redemption instructions.

By continuing, you certify that you are a US resident over the age of 18 and that you agree to the privacy policy, gift rules, participation requirements and terms and conditions.

See Privacy Policy, Terms & Conditions and Gift Rules for additional details.

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Terms & Conditions | Privacy Policy | Redemption Instructions & Gift Rules | Unsubscribe

# PRIZEREWARDCENTER.COM Privacy Policy

**Updated:** December 17, 2007

Privacy Policy

**PRIZEREWARDCENTER.COM** understands the importance of online privacy. The following Policy outlines how we do business, what information we collect and how, under what circumstances the information is shared with third parties, and your options to control what communications you receive from us and from our marketing partners. If you have any questions or concerns about this Privacy Policy, please contact us.

## **Information We Collect And How It Is Used**

In order to participate in this promotion, you must first complete the registration information requested. We ask for an email address so that we may contact you if necessary and we ask for a mailing address so we know where to ship the products that you have chosen pertaining to our special offers.

Registering for this promotion automatically subscribes you to the PRIZEREWARDCENTER.COM newsletter, a periodic email communicating various offers that we think you might like based on the registration information you provided, and any offers that you selected in this promotion. Users may unsubscribe from this newsletter an any time by clicking on the automated link provided at the end of the email.

We request a limited amount of personally identifiable information from users who participate in the promotions on this site. This information includes, but is not limited to the following:

- email address
- name
- address, city, state, zip
- phone number

We use this information to communicate with you about the status of your premium and/or any offers you have selected from our sponsoring companies. We request your address and phone number for shipping purposes.

We use information provided by our users to enhance their experience on this and similar Web sites. We also use the information provided voluntarily to send out electronic mailings for offers that we think will be of interest to you. At all times, Users have the option to unsubscribe from such mailings by clicking on the unsubscribe link provided on each mailing.

We create internal reports on user demographics and traffic patterns to measure the effectiveness of our marketing campaigns and promotions, and to report results to our marketing partners. We do not use any personally identifiable information to compile these reports.

The cost of your cash or gift certificate redemption is absorbed by the sponsoring companies featured on this site. Users who opt-in to the offerings from these companies are also electing to receive additional information from these companies. The companies may request additional demographic and/or personally identifiable information for their use in subsequent marketing and promotion activities.

## **How We Collect Information**

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The Company gathers information in the following ways:

## **Cookies**

Privacy Policy

A cookie is a small text file stored on a user's computer for record-keeping purposes. The Company uses cookies only to enable users to be routed properly through our site. We also provide links to external advertisers and marketing Partner companies; these sites may choose to use cookies to better promote their products and services. These advertisers and marketing partner companies have their own privacy procedures and policies that are not controlled by the Company.

We encourage our users to be aware of the individual privacy policies of every Web site that the user contacts.

## Clear Gif's (Web Beacons/Web Bugs)

The Company may also use a software technology called clear gif's (Web Beacons or Web Bugs), that help us determine what content on our site is most effective. Clear gif's are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. We do not tie the information gathered by clear gif's to our customers' personally identifiable information.

We also use clear gif's in our HTML-based emails so that we know which emails have been opened. We use this information to monitor the effectiveness of our email campaigns and to validate our results to our marketing partners.

## Log Files

Log files are also used to track and monitor traffic patterns on our site. They are not used to track or monitor personally identifiable information.

## **Tell-A-Friend**

Users may forward the email address of another person who may also be interested in this particular offer. The information is used only to forward the information to that person and is not retained for any other purpose.

## **User Feedback/Inquiries**

Users may contact the Company with any feedback, questions or comments. The Company uses contact information only to respond to the feedback.

## **Other Circumstances**

Subsequent to this promotion, the Company may sponsor sweepstakes, contests or other events for which we need to collect and retain personally identifiable information. The Company may co-sponsor such events with other companies.

## **Information We Share**

This Privacy Policy applies to consumers that have signed up on the PRIZEREWARDCENTER.COM website. We may sell, brand or share your personal information that you supply to us with other 3rd party businesses so they can bring selected retail opportunities via direct mail, e-mail or telemarketing. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation and email marketing. The Company collects minimal demographic and personally identifiable information from many users. This information is

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aggregated and analyzed to help us tailor future offers and to help our marketing partners and advertising agencies understand the demographics of our customers in order to evaluate the potential effectiveness and profitability of doing business with us. Part of our business model involves sharing personally identifiable information, such as name and address, with third-party marketing concerns. While the Company cannot control the practices of our advertisers and third-party marketers, we endeavor at all times to do business with reputable partners who also follow a best practices model regarding your privacy.

All information provided to the Company by the users of this site may be used to support our suppression, validation and enhancement services to other marketing companies, advertising agencies, compilers and data companies.

As an example, opt-out information may be shared with other marketing partners so that those users opting out of further offers are suppressed from the partner's mailings or promotions, as well as our own. In addition to complying with our users' preferences, it simply makes good business sense to mail only to those customers who have indicated a desire to receive such mailings.

The Company's business model includes participating in affiliate network programs and other co-marketing partnerships to promote our site. We reserve the right to share with 3rd parties the information we collect on this site for any purpose.

## **Use of Information**

Privacy Policy

This Privacy Policy applies to consumers that have signed up on the PRIZEREWARDCENTER.COM website, and or have submitted their email address through our affiliate network program and other comarketing partnerships to promote our site. We may use the personal information that you supply to us and work with other third party businesses to bring selected retail opportunities to our members via direct mail, email and telemarketing. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation and email marketing.

## **Delete/Deactivate Policy**

Users at any time may unsubscribe to our electronic mailings by following the instructions that we include at the end of every mailing. To correct, update or request that we delete information you provided, please contact us via email, or by writing

PRIZEREWARDCENTER.COM ATTN: CUSTOMER CARE 102 NE 2ND STREET SUITE 411 BOCA RATON, FL 33432

You can unsubscribe at any time by entering your e-mail address <a href="here">here</a>

## **Notification Of Changes To Privacy Policy**

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will post these policy changes to our Web site to notify you and provide you with the opportunity to opt out of these new uses. if you are concerned about how your information is used, you should check back at our Web site periodically.

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## **General Security Policy**

The Company endeavors at all times to meet and exceed standards of online privacy protection. When you submit information, your information is protected both on-line and off-line in accordance with applicable laws, regulations and industry standards. For example, without limitation, the company uses a full-time Network Administrator, SSL servers, pgp and 128-bit encryption to protect the confidentiality of the information you provide.

For additional information or specific questions, please contact us.

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PRIZEREWARDCENTER.COM is an independent rewards program for consumers and is not affiliated with any of the listed retailers.

## PRIZEREWARDCENTER.COM **Standard Terms & Conditions**

Last updated: December 17, 2007

## **End User License Agreement**

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE PRIZEREWARDCENTER.COM SERVICE, INCLUDING THE PRIZEREWARDCENTER.COM NETWORK OF SITES (THE "SERVICE") PROVIDED TO YOU BY PRIZEREWARDCENTER.COM (REFERRED TO HEREIN AS "PRIZEREWARDCENTER.COM"). BY USING THE SERVICE, YOU AGREE TO THIS END USER LICENSE AGREEMENT, WHICH INCLUDES THE PRIZEREWARDCENTER.COM PRIVACY POLICY AND OTHER POLICIES AND GUIDELINES OF THE SERVICE, INCLUDING OFFICIAL RULES FOR ANY CONTESTS OR SWEEPSTAKES, OFFICIAL GIFT OFFER RULES AND THE POLICIES AND GUIDELINES OF OUR THIRD PARTY PARTNERS ("SPONSORS") (COLLECTIVELY, THE "AGREEMENT"). ALL SUCH RULES, POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

The Service is only offered to United States residents who are 18 years of age and over. If you do not agree to these terms of this Agreement please do not use the Service. We reserve the right, at our discretion, to change or modify the terms and conditions of this Agreement at any time. Please check these terms periodically for changes and or updates. Your continued use of any part of the Service following the posting of changes to these terms and conditions (including Official Gift Offer Rules and Official Sweepstakes Rules) indicates your acceptance of those changes.

## 1. License Grant.

Subject to the terms and conditions of this Agreement, PRIZEREWARDCENTER.COM grants to you a non-exclusive, non-transferable, revocable, limited license, to use the Service solely for, non-commercial and personal purposes. You understand that we, in our sole discretion, may modify the Service at any time or suspend or terminate any license hereunder.

## 2. Ownership.

You acknowledge that the Service is the property of PRIZEREWARDCENTER.COM or its licensors, and is protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to "Intellectual Property Rights". "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including without limitation, moral or similar rights. All rights not expressly granted hereunder are expressly reserved to PRIZEREWARDCENTER.COM and PRIZEREWARDCENTER.COM's licensors. PRIZEREWARDCENTER.COM is a service mark of PRIZEREWARDCENTER.COM

## 3. Content and Infringement.

You understand that all third party content, including, without limitation all Sponsor offers, data, links, articles, search results, graphic or video messages and all information, text, software, music, sound, graphics or other materials made available or accessible through the Service ("Content"), whether publicly available or privately transmitted, is the sole responsibility of the entity from whom it originated. PRIZEREWARDCENTER.COM does not endorse or control such Content. You understand and agree that by using the Service, you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will PRIZEREWARDCENTER.COM or its licensors be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for loss or damage of any kind incurred as a result of the use of any Content posted or transmitted via the Service. By accepting this Agreement, you indicate that you understand, acknowledge and agree that by using the Service, you may be subject to various risks, including the exposure of data you have downloaded or have offered to share, and that you accept all such risk as solely your risk and responsibility.

In addition, all Content made available or accessed through the use of the Service is the property of the applicable Content owner and may be protected by applicable laws, including without limitation, those relating to Intellectual Property Rights. Finally, any suggestions, ideas or innovations that you voluntarily and optionally disclose to us through any means may be used or not used, at PRIZEREWARDCENTER.COM's sole discretion, and PRIZEREWARDCENTER.COM will have no obligation to pay to you for any such suggestions, ideas and inventions.

## 4. Privacy.

You consent to the use and collection of your information in accordance with PRIZEREWARDCENTER.COM's privacy policy. This Privacy Policy is part of this Agreement and you agree that use of data as described in the privacy policy is not an actionable breach of your privacy or publicity rights.

## 5. Registration Information and Email Newsletter.

If you elect to register to use the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the our registration form (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete, PRIZEREWARDCENTER.COM may in its sole discretion have grounds to suspect that such is the case, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). In addition, when you register for the Service, you agree to receive an email newsletter that may contain PRIZEREWARDCENTER.COM or Sponsor offers. You may opt-out of receiving this email newsletter at any time by following the opt-out instructions.

## 6. Third Party Offers.

The core of the Service is providing valuable offers to our registered users. Many of these offers will be from Sponsors who wish to inform our user base of their promotional offers. You are not obligated to opt-in to receive any Sponsor offers when you take a survey. However, if you choose to opt-in to receive any Sponsor offer, such Sponsor may contact you through the registration information you provided to

PRIZEREWARDCENTER.COM, including without limitation, by telephone or email pursuant to the terms of PRIZEREWARDCENTER.COM's <u>privacy policy</u>. PRIZEREWARDCENTER.COM reserves the right to change Sponsors' offers, including gift requirements, at any time.

## 7. Official Gift Offer Rules.

You agree to be bound by the relevant Official Gift Offer Rules for the offer giveaways. To receive a free gift, you must accumulatet indicated in the Official Gift Offer Rules.

## 8. Official Sweepstakes Rules.

You agree to be bound by the relevant Official Rules for the sweepstakes you elect to participate in.

## 9. Indemnification

You are entirely responsible for maintaining the confidentiality of the information you provided to us. Furthermore, you are entirely responsible for any and all activities which occur under your account. You agree to indemnify, defend and hold harmless PRIZEREWARDCENTER.COM, its parents, affiliates and subsidiary companies, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, your violation of the terms of this Agreement or your infringement, or infringement by any other user through your account, of any Intellectual Property Right or other right of any person or entity. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

## 10. DISCLAIMER OF WARRANTY

YOUR ACCESS AND USE OF THE SERVICE AND ANY CONTENT AT YOUR SOLE RISK.WE PROVIDE THE SERVICE AND THE CONTENT ON AN "AS IS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES PROVIDED BY THIRD PARTIES ACCESSIBLE ON OR THROUGH THE SERVICE OR THE CONTENT. NEITHER WE NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, THIRD PARTY VENDORS, FACILITIES, INFORMATION PROVIDERS, LICENSORS, OR OTHER SUPPLIERS PROVIDING DATA, INFORMATION, OR SERVICES (EACH A "PROVIDER") MAKE ANY REPRESENTATION OR WARRANTY: (A) AS TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY OF THE CONTENT OR THE SERVICE OR ANY INFORMATION, SERVICE OR TRANSACTION PROVIDED THEREBY, OR (B) THAT THE SERVICE WILL BE AVAILABLE OR WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR (C) THAT ERRORS OR DEFECTS RELATED TO THE SERVICE WILL BE CORRECTED. WE ALSO DO NOT WARRANT THAT THE SERVICE OR THE INFORMATION AVAILABLE THROUGH THE SERVICE OR THE CONTENT IS APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN

## ESSENTIAL PART OF THIS AGREEMENT.

The above exclusions may not apply in jurisdictions that do not allow the exclusion of certain implied warranties.

## 11. Termination

We may terminate this Agreement or cease offering the Service, at any time and for any reason in our sole discretion.

## 12. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL PRIZEREWARDCENTER.COM ITS PARENT, SUBSIDIARIES, OR AFFILIATES OR THEIR EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, PARTNERS, ADVERTISERS, DIRECTORS OR AGENTS (EACH A "PROTECTED PARTY, COLLECTIVELY "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR OTHER RELIEF ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR TO YOUR USE OR INABILITY TO USE ANY OR ALL OF THE SERVICE INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF EXACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL PROTECTED PARTIES' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE LESSER OF FIFTY DOLLARS (\$50) OR THE REVENUE EXACT ACTUALLY RECEIVED DIRECTLY ATTRIBUTABLE TO THE SOFTWARE ON YOUR COMPUTER. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## 13. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws, and you hereby consent to the personal and exclusive jurisdiction of the state and federal courts located in Palm Beach County, FL. You agree that any and all disputes, controversies and claims relating in any way to the Software, this Agreement or the breach thereof (including the arbitration of any claim or dispute and the enforceability of this paragraph) shall be submitted to and resolved by means of a confidential arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules and conducted in Palm Beach County, FL. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. You and PRIZEREWARDCENTER.COM may litigate in any court of competent jurisdiction only to stay or compel arbitration under this Agreement or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators and to enforce the judgment that is entered. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an action involving any other current or former user of the Software, whether through class arbitration proceedings or otherwise. However, to the extent you have in any manner violated or threatened to violate PRIZEREWARDCENTER.COM's intellectual property rights, PRIZEREWARDCENTER.COM may seek injunctive or other appropriate relief in any court of competent jurisdiction and you irrevocably consent to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the PRIZEREWARDCENTER.COM <a href="Privacy Policy">Privacy Policy</a> must be filed within one (1) year after such claim or cause of action arose or be forever barred

## 14. Successor Agreements

The terms of this Agreement may change from time to time. You should check back at http://www.PRIZEREWARDCENTER.COM (the "Home Page") regularly to determine if any material changes have been made. We will prominently post material changes on the Home Page. You agree that your continued use of the Service after the effective date of any change will constitute your affirmative consent to this revised Agreement. If you do not accept such revisions, do not access or use the Service.

## 15. General

contractual effect.

This Agreement, as modified from time to time as described above, and including the PRIZEREWARDCENTER.COM Privacy Policy, guidelines and policies incorporated by reference, sets forth the entire understanding and agreement between the parties. Without limiting any other remedy available to us, we may suspend or terminate this Agreement and your access and use of the Service if we have reason to believe that you have failed to comply with your obligations under this Agreement. Upon termination, cancellation, suspension or expiration of this Agreement for any reason and by either party, you agree to cease all use of the Service. No delay or failure to enforce any provision of this Agreement will constitute a waiver of such provision by PRIZEREWARDCENTER.COM or acts as estoppel against later enforcement. This Agreement constitutes the entire agreement between you and PRIZEREWARDCENTER.COM with respect to the specific subject matter addressed herein, and governs your use of the Service, superseding any prior agreements between you and PRIZEREWARDCENTER.COM or its affiliates or related entities relating to such subject matter, but this Agreement may be supplemented by any other agreement you enter into with PRIZEREWARDCENTER.COM or its affiliates or related entities pursuant to a registration to access additional software or services provided by PRIZEREWARDCENTER.COM. You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of PRIZEREWARDCENTER.COM. Any purported assignment without such consent will be null and void. PRIZEREWARDCENTER.COM shall not be deemed to be in breach of this Agreement due to any delay or failure of performance or interruption in the availability of the Service resulting directly or indirectly from any act of nature or other cause beyond the reasonable control of PRIZEREWARDCENTER.COM. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. All provisions of this Agreement that are intended to survive expiration, cancellation or termination of this Agreement shall so survive. The section headings used in this Agreement are for convenience only and have no legal or